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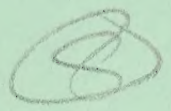
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Legislative
Assembly
of Ontario



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de l'Ontario

Government
Publication



STANDING COMMITTEE ON GENERAL GOVERNMENT

REPORT ON TENANT PROTECTION PACKAGE

1st Session, 36th Parliament
46 Elizabeth II

Legislative
Assembly
of Ontario



Assemblée
législative
de l'Ontario

8

The Honourable Allan K. McLean, M.P.P.
Speaker of the Legislative Assembly.

Sir,

Your Standing Committee on General Government has the honour to present its Report
on Tenant Protection Package and commends it to the House.

A handwritten signature in cursive script, appearing to read "Jack Carroll".

Jack Carroll, M.P.P.
Chair.

Queen's Park
September 1996

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INTRODUCTION

This report reflects the major themes of the Ministry of Municipal Affairs and Housing's proposed Tenant Protection Package (TPP) and the input received through three weeks of public consultations conducted by the Standing Committee on General Government. The Committee heard submissions in Toronto, Thunder Bay, Sault Ste. Marie, Ottawa, Peterborough, Hamilton, Windsor, London, and Kitchener from August 19 to September 5, 1996. Written submissions were also received. The recommendations contained in written and oral submissions are documented in a summary.

TPP matters have been ordered and grouped, according to major themes. The major viewpoints of landlord and tenant interests are reviewed.

The purpose of the Report is to provide guidance to the Government in its drafting of a *Tenant Protection Act*.

REVISED RENT CONTROL SYSTEM: PROVISIONS FOR RENT INCREASES ABOVE THE GUIDELINE; CAPITAL EXPENDITURE CAP; “VACANCY DECONTROL”; ABOLITION OF THE RENT REGISTRY

Above Guideline Increase; Increased Capital Expenditure Cap

Proposal in the TPP

Landlords will still require permission to raise rents above guideline.

Capital expenditure increases will be capped at four percent above the guideline and the two-year carry forward provision will be continued.

Discussion

The proposed four percent capital expenditure cap generated considerable discussion. Landlords and property owner representatives felt that this cap was inadequate and they also asked that the carry forward provision, rather than being set at two years, should be unlimited. Tenant groups expressed disapproval of this proposal and suggested that capital reserve funds should be established by landlords from the current rent stream.

Other Issues Related to Rent Control Operation

During the hearings other matters were raised which are not a current feature of rent control such as the establishment of a capital reserve fund, remedies for “chronically depressed” rents, and equalization of rents.

New Base Rent or “Vacancy Decontrol”

Proposal in the TPP

When a unit is vacated, the landlord will negotiate the incoming tenant’s rent without regulatory restriction. Rent guidelines will once again apply when the unit is rented to a new tenant.

Discussion

Extensive tenant concern was expressed regarding this provision. Some tenants claimed that this measure would encourage landlords to force, or even harass, tenants to move in an effort to increase rents to market levels. Concern was also expressed that this measure would adversely affect vulnerable tenants, e.g. single mothers, those on fixed or low incomes, psychiatric patients, and persons with disabilities or illnesses. Pressure would also be placed on tenants to remain in their units. This measure would deplete affordable rental units as vacancies occurred, and, in the extreme, might even contribute to homelessness. To alleviate

these concerns, a “cap” on increase at time of vacancy was suggested. A related issue from the tenant perspective was the option to negotiate a new rent. Many tenants believe that they are at a disadvantage to negotiate with a landlord, especially when vacancy rates are low.

Landlord interests expressed support for this provision, but some landlords were disappointed that upon the establishment of the new rent the unit would once again be subject guideline increases; a complete removal of rent control was advocated. Concern was also expressed regarding the uncertainty of future governments re-establishing rent control. This concern might discourage long-term investment in rental housing. It was also maintained that in many communities depressed rental market conditions and adequate vacancy rates would act to ameliorate rent increases.

Sublets and Assignment of Lease

Proposal in the TPP

To avoid the possibility that a sublease might infringe on the landlord’s right to charge an appropriate rent where the sublet is not approved: tenants will be allowed to sublet only with the landlord’s permission; landlords can withhold permission if they have reasonable cause; landlords can apply to evict unauthorized tenants.

Discussion

A matter associated with “vacancy decontrol” was that a sublet or assignment of a lease by a tenant would trigger “vacancy decontrol” and result in an increase of rent to market levels. Landlord and development industry interests advocated that a sublet should be treated as a new tenancy with the right to adjust rents to market levels. Legal clinic and tenant advocates put forward the position that sublets should not be ground for “vacancy decontrol” of rents. Post-secondary students who live away from home expressed particular concern regarding this proposal.

Rent Registry Elimination

Proposal in the TPP

The Rent Registry will be eliminated and maximum rent will no longer be calculated, simplifying administration and saving taxpayers money. Maximum rents will be frozen. Landlords’ rights to raise rents to the maximum will be removed when the unit first becomes vacant.

Discussion

Some landlord/real estate umbrella groups support this proposal since the administrative burden on landlords who have to file appropriate information with

the Registry will be reduced. However, many landlords, especially in communities which are experiencing depressed rental market conditions, support the retention of the principle of “legal maximum rent” which can be computed by accessing the Rent Registry. This feature of the current rent control system would legally entitle landlords to charge the legal maximum rent, which reflects the application of successive guideline increases to the base rent, when local housing market conditions improve. Landlords do not have to charge this higher rent and in depressed markets may be charging significantly lower rents but would be legally permitted to charge this rent when conditions improve. The “vacancy decontrol” proposal would supersede the maximum legal rent provision. Some landlord groups proposed that with vacancy decontrol the new rent should be the higher of rent paid by the new tenant, or the legal maximum rent.

Many tenant groups and advocates supported the maintenance of the Rent Registry as a means of establishing legal maximum rent.

SECURITY OF TENURE AND CONVERSIONS

Proposal in the TPP

Demolitions, major renovations, and conversions of rental buildings to condominiums or cooperatives will no longer require municipal approval [i.e. repeal of the Rental Housing Protection Act]; sitting tenants will be given an extended tenure; sitting tenants will have the right of first refusal to purchase their units in the case of conversion.

Discussion

From the landlord perspective, this measure is seen as an opportunity to refurbish/convert or replace Ontario’s aging rental stock thereby promoting development activity and employment. Major landlord/real estate umbrella groups also recognize that extended notice/tenure, first right of refusal to purchase, or some compensation to existing tenants would be appropriate.

Many tenant, municipal and legal clinic witnesses strongly objected to this proposal. The measure was seen as weakening security of tenure and aggravating tenant affordability, especially when combined with “vacancy decontrol”, and also potentially eroding the local supply of affordable rental housing. These legislative amendments would also affect residents of care homes and mobile home parks/land lease communities.

LEGAL, ADMINISTRATIVE AND ENFORCEMENT MEASURES: LANDLORD AND TENANT ACT/DISPUTE-RESOLUTION SYSTEM; MAINTENANCE; HARASSMENT

Landlord and Tenant Act/Proposed Dispute-Resolution System

Proposal in the TPP

Landlord and Tenant Act [excerpts]

Both landlords and tenants say the current process for resolving disputes is too complex and too lengthy. Since most disputes wind up in court, the system is expensive for landlords and tenants who have trouble dealing with the system without lawyers, and for taxpayers who finance the costly court process.

Many requirements of the current legislation work well — and will remain unchanged.

Several changes have been proposed to the Act that will address gaps or inequities in the current legislation. Other changes are required to give full effect to proposed new policies.

Dispute-Resolution System [excerpts]

The government is proposing to create a new dispute-resolution system independent of the courts to adjudicate both rent control matters and other landlord and tenant matters. It will deal with rent increases and rent decreases, illegal charges, termination of tenancies, rent rebates and abatements of rent, and maintenance provisions.

A dual system for resolving issues is too complex, too confusing, and too inefficient. The overlap and duplication in the system makes it difficult to use for tenants and expensive for taxpayers. In addition, processes for handling disputes under both systems are too slow and too complex.

Discussion

Many legal clinic and private legal practitioners put forward specific concerns and proposals relating to these legal and procedural matters. Technical proposals were put forward by many witnesses on these matters for improvement of the existing, or proposed dispute-resolution system. In some cases flow charts were put forward relating to proposals for the new dispute resolution system.

Some witnesses appeared to favour the existing *Landlord and Tenant Act* process, while others favoured a new dispute-resolution system. At present, rent control is primarily an administrative process, while landlord and tenant

disputes revolve around a form of contract law. Concern was also expressed that any new process should be accessible and adequately funded.

The Committee recognizes that many of these matters are technical and complex and at the same time merit further analysis by the Ministry of Municipal Affairs and Housing.

Maintenance

Proposal in the TPP

The proposed tenant-protection package will encourage investment in maintenance.

With the proposed changes, property standards officers will have a much greater ability to make sure standards are met and that penalties given to serious violators are both more significant and more immediate.

The province will continue to have maintenance standards for rental buildings in unorganized territories and in municipalities without property standards by-laws.

Discussion

Improper and inadequate maintenance is a long-standing concern of tenants who are paying their rent. However, there have always been some cases of landlords who are negligent in this regard. Property owners were concerned that they receive proper notice of violations. Concern was expressed by tenant representatives that new maintenance measures be adequately funded.

Harassment

Proposal in the TPP

The new legislation will contain strict controls to protect tenants. An enforcement unit will be established to investigate tenant complaints of harassment.

Discussion

From the landlord perspective, there were concerns that harassment needs to be better defined and that the harassment unit should investigate both landlord and tenant complaints of harassment. It was also recommended that there should be penalties for false accusations of harassment.

From the tenant perspective, the assertion was made that the "vacancy decontrol" provision, in particular, would encourage landlord harassment of

tenants to force them to move. It was also claimed that in many cases harassment may be difficult to prove and that this proposal may therefore prove to be ineffective. Concern was also raised as to whether the harassment unit would be adequately funded by the government during the current climate of restraint. It was claimed that increased fines would only be effective if enforced. Specific concerns were also raised with respect to potential harassment of care home tenants/residents.

SPECIAL TYPES OF HOUSING: CARE HOMES AND MOBILE HOME PARKS/LAND LEASE COMMUNITIES

Care Homes

Proposal in the TPP

Residents in care homes have unique needs and their relationship with caregivers often has to be different than a typical landlord-tenant relationship. The current legislation does not recognize that special rules are needed for care homes, and in some circumstances it has affected the quality of care.

The new tenant-protection legislation will cover care home residents and give them the consumer protection they need as tenants, while recognizing their particular needs, that is, care services to help them with the activities of daily living.

Discussion

Legal clinics and community advocates stated that the care home provisions of the *Residents' Rights Act, 1994* should be preserved. The residential care industry advocated that rent control should be abolished from care homes while legal clinics advocated that rent control should be applied to meals and not just the accommodation component.

Concerns were raised by resident and legal groups with respect to the proposed rights of care home operators to conduct bed checks and fast track evictions. With respect to bed checks, it was advocated that this right should be subject to a formal agreement between the operator and the tenant/resident. Concerns were also raised with respect to the possible abuse of this right. It was advocated that transfers to alternative facilities be subject to a doctor's approval and/or consent of the resident, or substitute decision maker, and that the protections of the *Health Care Consent Act* should apply.

Mobile Home Parks and Land Lease Communities

Proposal in the TPP

Mobile home parks and land lease communities have unique characteristics and have distinct operating circumstances. Tenants already receive the same protection as tenants in other rental accommodation, but the legislation doesn't recognize that special maintenance and operating provisions are needed.

The new tenant-protection package will be designed to recognize mobile homes and land lease homes as affordable ownership housing while providing residents with the rights and consumer protection they need as tenants.

Discussion

Some witnesses maintained that the legislation governing these housing types should be separate. There were differences of opinion as to whether higher capital cost pass through allowances should apply to such housing. Some tenant/resident groups maintained that such a provision would be unfair, while owner spokespersons maintained that higher capital cost pass through, with a possible cap at 12 percent, should apply. The display of "for sale" signs may still be an issue in some communities, although the discussion paper reaffirms the right to display "for sale" signs on a bulletin board. The possibility for "voluntary prepaid rent" was also advocated where desired by residents.

MISCELLANEOUS MATTERS: SHELTER ALLOWANCES; ASSESSMENT/TAXATION OF RENTAL HOUSING; ADMINISTRATIVE/FINANCIAL BURDENS ON RENTAL HOUSING

(These matters, which are not addressed in the TPP, were raised by witnesses during the course of the Committee hearings.)

Shelter Allowances

Discussion

Witnesses from both the landlord and tenant perspectives raised the matter of a government position, or proposals, relating to shelter allowances as part of an overall housing program. From the landlord perspective shelter allowances were portrayed as a more effective means of meeting housing affordability requirements, as compared to government programs to build and manage housing, such as the non-profit program. From the tenant perspective, questions were raised regarding the possible cost of a shelter

allowance program and the view that a shelter allowance program would not increase rental housing supply and would only serve to benefit landlords.

Assessment/Taxation of Rental Housing

Discussion

Both landlord and tenant witnesses identified as an issue the fact that rental residential property is assessed, and therefore taxed by municipalities, at a significantly higher rate than owner-occupied condominium or single-family dwellings. This has implications for the financial operation of rental property, and the rents that must be levied. Tenants were concerned that if this tax treatment issue was resolved, that actual tax savings should be passed on to tenants in the form of lower rents.

Administrative/Financial Burden on Rental Residential Housing

Discussion

Various landlord and municipal witnesses mentioned provincial/federal taxation measures, and approval and inspection programs that they imply add to the cost of developing/operating rental property. From the tenant perspective there was concern that if reforms result in cost savings, such savings should be passed on to tenants in the form of lower rents.

APPENDIX A

DISSENTING OPINION OF THE LIBERAL PARTY

I. INTRODUCTION

The Liberal members of the Standing Committee on General Government are submitting a dissenting opinion to the committee's report on their hearings into the Tory government's discussion paper "New Directions: Tenant Protection Legislation". Liberal Housing Critic Alvin Curling (MPP - Scarborough North), Liberal Associate Housing Critic Gerard Kennedy (MPP - York South), and Mario Sergio (MPP - Yorkview) have prepared this report based on listening to over 260 deputations presented to the committee during their three weeks of public hearings held across the province from August 19 to September 5, 1996.

The Mike Harris government has been making contradictory promises on rent control for some time. At the Toronto Star Leader's Debate on April 3, 1995, Mike Harris stated that: "We want to bring in a rent control program...that will truly protect tenants and give them lower rents. We will replace nothing until we have a superior plan in place proven to work better." And the Official Ontario Conservative Party platform in the May, 1996 York-South riding by-election promised that "Rent control will continue...Tenant protection will be improved under the Mike Harris Government...The Mike Harris tenant protection plan will help to ensure that tenants are not subject to unfair rent increases."

At the same time, however, Harris' Minister of Municipal Affairs and Housing, Al Leach, was saying to the Ontario Legislature on October 3, 1995: "Yes, eventually we will be eliminating rent control." And in a speech to Ontario Home Builders' Association on October 19, 1995, he stated "I've said it before and I'll say it again: rent control has got to go."

The Tories determination to gut rent control became clear on June 25, 1996 when Al Leach presented his discussion paper, "New Directions", to the Legislature. After urging by the opposition parties, the Tories agreed that the Standing Committee on General Government would hold three weeks of public hearings on the paper across the province.

Hearings were held in Toronto, Thunder Bay, Sault Ste. Marie, Ottawa, Peterborough, Hamilton, Windsor, London, and Kitchener. Over 260 groups and individuals appeared before the committee and many more submitted written briefs.

Liberals urge the Tory majority members of the committee and the Minister of Municipal Affairs and Housing, Al Leach, to carefully consider the points raised in this paper before charging blindly forward and scrapping Ontario's system of rent controls - a system that was originally introduced by the Tories under Bill Davis in 1975, that has been improved upon by all three political parties, and one that has served tenants in the province well.

It is unfortunate that the Tories move to end rent control through "New Directions" is only one element in their attack on affordable housing. The government has also:

- Cancelled all funding for non-profit housing
- Cut welfare allowance by 22% - directly impacting on the ability of the most vulnerable in our society to afford basic shelter
- Promised to sell-off all public housing

Through these actions, the government is quickly turning the issue of affordable housing from a problem into a crisis.

Liberals are working with tenants to fight hard against the Harris plan to gut rent controls. We believe that it is possible to knock the Tories off this agenda - if there is a strong enough response. We encourage every tenant to get involved, to fight the proposed changes, and to work with the Ontario Liberal Party on a better alternative that will address the real issue: increasing affordable housing. Tenants should call the Liberals at us at (416) 325-7277 or fax us at (416) 325-9075 to find out how they can join the fight. Or follow the fight to save rent control by checking our website at www.interlog.com/~liberal.

Liberals call on tenants to ask their local Tory members on the committee and others in the Tory caucus why they did not want to listen to what was told to them in the hearings and why they insist on moving ahead with their dangerous plan to scrap rent controls. Tory members who participated in the committee hearings included:

John Parker (York-East)
 Isabel Bassett (St Andrew St Patrick)
 Bart Maves (Niagara Falls)
 Terence Young (Halton Centre)
 Wayne Welllaufer (Kitchener)
 Jim Brown (Scarborough West)

Morley Kells (Etobicoke Lakeshore)
 Joseph Spina (Brampton North)
 Lillian Ross (Hamilton West)
 Gary Stewart (Peterborough)
 Margaret Marland (Mississauga South)

II. WHY A LIBERAL DISSENTING REPORT?

The Tory members of the committee used their majority to ram through a report that was clearly dictated to them by Al Leach. Their "Yes Sir Mr. Minister", say-nothing report could never be supported by Liberals. Specifically, Liberals are submitting this minority report because of five key failures by the Tory members in their majority report:

- Failure of the Tory members of the committee to fulfil the assigned task
- Failure of the Tory members to listen to tenants
- Failure of the Tory government to thoroughly research the impact of their proposed policies
- Failure of the Tories to understand that implementing "New Directions" will lead to the end of rent control in Ontario

- Failure of the Tories to examine creative options for reforming and improving rent control, not scrapping it

These five failures are examined in detail in the following pages.

III. FAILURE OF THE CONSERVATIVE MEMBERS OF THE GENERAL GOVERNMENT COMMITTEE TO FULFIL THE ASSIGNED TASK

On June 27, 1996, Conservative House Leader Ernie Eves moved in the Legislature that "the Standing Committee on General Government review and report on the matter of rent control, as set out in the Ministry of Municipal Affairs and Housing consultation paper". This motion was supported by all three parties in the House.

In his opening remarks to the committee on August 19, 1996, Al Leach (in his only appearance at the hearings - he never stayed to listen to one tenant or concerned citizen) stated that "I think the most important role that this committee will have is to provide positive input into the development of a package that is going to be fair for tenants and fair for landlords."

The Tory majority report from the committee totally fails to fulfil these tasks - it is merely a very brief, superficial condensation of what tenants and landlords told the committee. Nowhere in the report is there any "positive input" nor any indication that the Tory members actually wanted to have to think and consider making any form of actual recommendations to the Minister.

IV. FAILURE OF TORY MEMBERS TO LISTEN TO TENANTS

Over 260 witnesses appeared before the committee and many more submitted written briefs. A clear majority of witnesses and 100% of tenants and tenant groups called on the government to stop its plan to end rent controls. Liberals are upset that so much taxpayer money went into staging the three weeks of hearings across the province, when clearly from the beginning the Tory members of the committee were only prepared to listen to Al Leach and not to tenants. Liberals are also very disappointed that so much hard work and research went into the witnesses' presentations while the Tories were not prepared to heed any of the advice given to them.

Liberal members on the committee and many presenters were frustrated that the very limited time (20 minutes) allowed to each group permitted very little opportunity for dialogue or discussion. It was also unfortunate that of the over 400 groups that applied to appear before the committee, there was only adequate time to allow for 260 presentations.

The Tory members of the committee's unwillingness to listen to tenants carries on the practice started by Al Leach even before he tabled his "New Directions" paper. He consulted with tenants before releasing that report, but never took any of their concerns into account.

As laid out in the introduction to this report, Liberals are urging tenants not to lose hope. By continuing to voice out their strong desire to save rent controls, tenants still have a chance to get through to the Mike Harris government.

VI. FAILURE OF TORY GOVERNMENT TO THOROUGHLY RESEARCH THE IMPACT OF THEIR PROPOSED POLICIES

Al Leach has undertaken very little research on the impact on tenants and affordable housing of his "New Directions" proposal. Tory members of the committee were not concerned with this. When Liberals asked that a final committee report be delayed until such time as the Minister had thoroughly researched the impact of his proposed policies on such fundamental issues as tenant rents and the rental stock supply, the Tory majority on the committee voted down our request.

The government has only presented two research studies as part of its review of rent control legislation. Both reports involved discussions with landlords and developers; neither consultant met or discussed rent control issues with tenants or tenant groups.

Both studies, ("The Challenge of Encouraging Investment in New Rental Housing in Ontario" by Greg Lampert, and "Potential Impacts of Rent De-Control in Selected Markets in Ontario" by John Todd) raise some serious concerns.

- Lampert states that the new rental stock will only be built if an entire series of measures are implemented by government. These include changing the GST charged on rental construction materials, reforming unfair higher property taxes on rental units, and addressing the capital taxes applied to rental buildings. The majority of landlords and landlord groups that appeared before the committee seemed to concur: scrapping rent controls alone will not encourage the building of new rental stock. Under questioning from Liberal Housing Critic Alvin Curling during the hearing in Kitchener on September 5, 1996, Mr. Lampert was critical of the government moving ahead only on rent control reform, not on any type of comprehensive affordable housing strategy.
- Lampert is also sceptical of any new private apartment stock being built on the lower-end of the market. Landlord groups also supported this finding during the hearings - not one group stated that Leach's "New Directions" would lead to any new affordable rental stock being built.
- Todd predicts that scrapping rent controls will result in rent increases for lower-priced

units with little to no increases for already high-priced apartments. His findings add further concern to the impact of Leach's policies on affordable rental units.

- Todd also compares the rental market in Toronto with Vancouver, where rent controls were lifted during the 1980s. Lifting controls in Vancouver has not resulted in the predicted increase in the construction of new rental accommodation. Vancouver's current vacancy rate of 1.3% is very close to that of Toronto.

VII. FAILURE OF TORY GOVERNMENT TO UNDERSTAND THAT IMPLEMENTING "NEW DIRECTIONS" WILL LEAD TO THE END OF RENT CONTROL AND AFFORDABLE HOUSING IN ONTARIO

Tory members of the Standing Committee spent most of the hearings blindly defending Al Leach's "New Directions" proposal to gut rent controls. Instead, they should have been listening to the vast majority of presenters and the unanimous voice of tenants: implementing "New Directions" will mean an end to rent control in Ontario.

Liberals would like to highlight several key issues in Leach's Tory paper that were raised during the hearings - issues that were totally ignored by the Tory majority members on the committee when they blindly passed their "Yes Sir Mr. Minister" say-nothing report.

Application of Rent Control Laws

- At present, rent controls apply to all rental units. New buildings are exempt from controls for their first five years. Rent controls still apply to a rental unit when it is vacated.

Tory Position Paper

- Rent controls will be removed when an apartment becomes vacant. Once a person moves into an apartment, they are covered by the maximum rent increase guideline for the duration of their occupancy.
- It will therefore be in the landlord's interest to have as many new tenants as possible. To counter the expected increase in tenant harassment, the paper proposes the creation of an anti-harassment unit in the MMAH and a doubling of the fines for harassing tenants (to \$10,000 for individual landlords and \$50,000 for corporations).
- Rent controls will now never be applied to new buildings.

Concerns Raised in the Hearings

- Vacancy decontrol means the slow death of rent controls. The Lampert Report

estimated that 25% of tenants move every year. The study also estimated that over a five year period, about 70% of tenants move at least once. This means that within five years, the majority of apartments and rental homes will have had their rents decontrolled. The majority of tenants in Ontario will be paying more rents under the government's proposals than they would under the current program.

- Vacancy decontrol will lead to landlord intimidation and higher rents across the market. People will have little chance to "move up" since any unit that becomes vacant will first have its rent hiked - tenants will become a prisoner of their apartment.
- Even the Tories anticipate that there will be landlord harassment - they have created an anti-harassment unit and have raised fines for tenant harassment. Under the government's new plan, landlords will have less incentive to work with tenants to ensure buildings are in good repair, and every incentive to force you out by whatever means possible. It will be up to tenants to prove that the landlord's activities (refusal to do repairs, lack of hot water, excessive noise) constitute "harassment".
- Vacancy decontrol hits some of the most vulnerable tenants - seniors, the poor, the disabled, students and the unemployed seeking new work.
- The rent registry must remain - it is essential in protecting tenants against discrimination as it prevents arbitrary rent charges.
- Automatic written decisions outlining the reasons surrounding the awarding of above guideline rent increases must be maintained for all tenants.

Maximum Rent Increases

- The current rent control guideline is based on inflation (currently .8%) plus a fixed 2% provision for repairs to the building. Therefore, the 1996 guideline is 2.8%. Landlords are allowed to increase rents an additional 3% to cover the cost of major repairs. Landlords must apply for this additional increase to MMAH. Increases above this cap are prohibited for any reason.

Tory Position Paper

- The current rent control guideline will stay in place (inflation plus 2%) for all tenants that remain in their apartment. Tenants that do not move can expect a guideline in the neighbourhood of 3% next year.
- The Tories have raised the additional maximum 3% repair increase to 4% (for a

possible rent increase next year in the neighbourhood of 7%). Landlords can try to negotiate this increase with tenants or they can apply to the new Dispute Tribunal for approval.

- The government will also now allow increases over and above this maximum in the case of "extraordinary operating costs" such as property tax hikes or hydro rate increases. This effectively gives tenants no assurance of their rent increase for next year.
- Maximum rents for apartments now renting for less than the approved rent control guideline will be frozen at current levels. Landlords will still be able to raise rents up to that maximum approved level. Once a new tenant moves into that unit, the unit will not be covered by rent controls and the maximum rent level will no longer apply.

Concerns Raised in the Hearings

- This system leaves tenants with possible annual rent increases of 7-9% and with no assurance of a maximum rent cap.
- Will landlords and tenants be better served by this tribunal?
- The current one increase per year based on inflation (including a 2% maintenance component) must be retained.
- Increases above guideline for capital expenditures must be capped at 3%.
- Criteria for "acceptable" capital expenditures must be maintained. Capital expenditures should be restricted to necessary repairs and not cosmetic repairs such as fridges and stoves.
- Landlords should be accountable for the 2% capital expenditure allowance in the guideline before they can apply for above-guideline increases in capital expenditures.
- There still should be no increases above the guideline awarded for increases in operating costs (utilities & taxes). These costs should be included in the calculation of the annual guideline increase.
- It should still be legislated that any decreases in operating costs, especially any reduction in property taxes, **MUST** be passed through to the tenants.
- The "costs no longer borne" clause in the current legislation must be retained, otherwise tenants end up paying for capital costs forever.

- **"Voluntary" payments by the tenant to the landlord for capital repairs must be prohibited otherwise landlords will start charging tenants for repairs required under property standards by-laws. Tenants may also be "bullied" into paying for unnecessary repairs just so the rent can be jacked up.**

Maintenance and Repairs

- Currently, landlords are only permitted to charge an additional increase of 3% per year to cover the cost of repairs. Landlords must apply to a Rent Officer for this increase.

Tory Position Paper

- Landlords will be permitted to charge an additional increase of 4% per year to cover the cost of repairs. Landlords will have to apply to the Dispute Tribunal for approval of the rent increase.
- Powers used by MMAH staff under the Planning Act (e.g. inspection of buildings, responding to tenant complaints regarding building maintenance) will now be off-loaded to municipalities under the Municipal Act. Municipal building inspectors will now be responsible for responding to tenant complaints. MMAH staff will attempt to help train municipal staff, but the government will not provide any funding to municipalities to cover the cost of this additional responsibility. Municipalities will be given the opportunity of recovering these additional costs through administrative charges to landlords and possibly tenants.
- Maximum fines for landlords ignoring repair orders will be increased to \$25,000 for a first offence and \$50,000 for subsequent violations. Building inspectors will have new powers to obtain search warrants to make sure repairs are done.
- Municipal property standards officers will have new enforcement powers to charge or fine landlords on the spot for sub-standard buildings.

Concerns Raised in the Hearings

- **Municipalities have already had far too many provincial responsibilities downloaded on them by the Tories, without any additional resources to administer or implement them. Tenants should be concerned that they will be forced to pay user fees to municipalities to cover the cost of building maintenance complaint investigations.**
- **Tenants should ask their elected municipal officials about their municipality's plans to implement these changes forced upon them by the Tories.**

- Need a property standard system controlled provincially by legislation. There should be a minimum standard of maintenance for all municipalities and townships. This is not to say that a municipality could not have a standard higher than the provincial minimum.
- A system for rent abatements due to lack of maintenance must be maintained and should remain retroactive through the entire period the problem has existed for the tenant.
- The province must ensure that municipalities are given adequate fiscal resources to enforce property standard by-laws.
- OPRIs (orders prohibiting rent increases) HAVE TO BE MAINTAINED.
- Landlords should still not be notified in advance of a tenant-initiated inspection.

Freedom to Convert Rental Units into Condominiums and Demolish Existing Apartments

- Under the Rental Housing Protection Act, local governments are currently able to prevent the demolition or conversion of affordable rental housing to other uses (e.g. condominiums).

Tory Position Paper

- Landlords will have complete freedom to convert rental units to condos and to demolish existing apartment stock. The paper mentions that tenants will require some sort of protection of tenure, but this could be as little as first right of refusal to purchase or a very limited (one year) extended tenure. This means the choices may be limited to either buying your unit or moving out.

Concerns Raised in the Hearings

- This could result in landlord intimidation.
- The Tories maintain that their package will result in the creation of more apartment spaces - but it is clear from the witnesses (both tenants and landlords) and from the research that not only will this plan create no new rental spaces, but by giving landlords the complete freedom to convert apartments to condominiums or demolish them altogether, the Harris plan will lower the amount of rental units on the market.
- The government assumes that urban centres with high vacancy rates do not have an affordable housing problem. In many of these same centres (e.g. Thunder

Bay) there are long waiting lists of people seeking affordable non-profit and public housing.

- **The requirement of municipal approval for conversion of rented residential premises must be retained.**

Evictions

- At present, landlords must apply to court when a tenant opposes an eviction notice and tenants must be given their day in court before an eviction can take place.

Tory Position Paper

- A landlord can now apply for an eviction through a quasi-judicial tribunal. No other element of the eviction process (grounds, timing) is changed. The Tories expect that the tribunal will be able to deal with the issue faster than the courts.

Concerns Raised in the Hearings

- **The process for evicting bad tenants needs to be improved - but will this change actually help landlords and tenants who are forced to live with problem tenants?**
- **Will tenants be able to bring legal representation with them to these tribunals? Can they afford this?**
- **Landlords may have an even more difficult time evicting tenants now - bad tenants may claim that they are only being evicted in order for the landlord to raise the rent above the guideline level.**
- **Sublet and assignment rights must still be held distinct - terms of existing legislation should be left intact.**
- **Landlords should continue to be required to pay 6% interest on last month rent deposits annually.**
- **All other deposits must remain illegal.**
- **Privacy rights must be strictly enforced - "specific reasons" needs to be defined by legislation.**

Coverage for Care Homes

- At present, rent controls also apply to care homes (e.g. private retirement homes).

Tory Position Paper

- Most care homes will still be covered by rent controls, provided that the tenant never leaves their unit. Temporary accommodation facilities (rehabilitation centres) will be made exempt from the new legislation.

Concerns Raised in the Hearings

- The Tories need to clarify exactly how broad this care homes exemption will be.
- Seniors on fixed incomes need rent control protection most of all - vacancy decontrol will impact every senior moving into a care facility.
- Security of tenure for care home tenants must be retained.
- Any meals or services which care home operators require tenants to pay for as a condition of their tenancy should be subject to rent control.
- All care home tenancies should continue to be governed by a written tenancy agreement clearly identifying the cost of accommodation and the amount and kind of services that the tenant must pay for.
- The tenants consent, or that of a substitute decision maker, must be required before any transfer can take place.
- The only reason for a fast track eviction procedure should be to protect the rights of other vulnerable tenants from someone who is disruptive or threatening. Alternative accommodation must be arranged for in advance.

Lack of Affordable Rental Supply

- Developers have been saying that to increase the rental stock, not only will they require reform to rent control, they will also require a reduction in federal (GST), provincial (capital tax), and local (property taxes and development levies) taxes.

Tory Position Paper

- The Tories claim that the measures in the paper will increase private rental accommodation construction.

Concerns Raised in the Hearings

- Mr. Leach has no research to prove this. Landlords were not increasing rental

stock in 1974 even though there were no rent controls or GST.

- Landlord groups told the committee that the changes in the Tory paper alone are not enough incentive to build any new rental stock.
- The government's key research paper, the Lampert Study, also stated that gutting rent controls alone will not lead to the construction of any new units, particularly affordable units.

New Dispute Tribunal

- At present, Ministry of Municipal Affairs and Housing staff deal with landlord-tenant disputes and applications for rent increases. The tenant eviction process must proceed through the courts.

Tory Position Paper

- A new tribunal will be created to deal with all landlord and tenant disputes, including evictions. Very few details on how the tribunal will operate are offered.

Concerns Raised by Tenants

- Who will be appointed to these bodies? Will it be a way for the government to flow patronage positions?
- Will this result in cost savings for government and time savings for tenants and landlords?
- What is the definition of what constitutes harassment?
- Delivery system must be independent of government.
- An open and well established appointment process must be instituted for the selection of qualified and impartial adjudicators.
- Decisions should be based on law only.
- Voluntary mediation should form part of the dispute resolution system.
- Adequate notice of a hearing must be provided as well as detail of the claim.
- There should be appeals to the Divisional Court.
- Cases concerning eviction or rent increases should be stayed pending outcome of

an appeal.

- Filing and other fees should be minimal.

VIII. FAILURE OF TORY GOVERNMENT TO EXAMINE CREATIVE OPTIONS FOR REFORMING AND IMPROVING RENT CONTROL, NOT SCRAPING IT

Based on what was presented to the committee during its hearings, it is clear that the government should withdraw its "New Directions" proposal and sit down with tenant and landlords to discuss viable alternatives that improve Ontario's rent control system, not scrap it.

As a fundamental first step, the government must recognize that any reform of rent control must be part of a comprehensive government policy towards the rental accommodation market and, in particular, part of an overall government policy on affordable housing. This plan must involve policies that effectively deal with non-profit and public housing and the important role they play in providing affordable housing. The government must also deal with the important issues of property tax reform and unfair taxation on new rental construction.

In the area of rent control reform, Liberals believe that there are a number of alternatives that should be considered, including:

- The creation of a capital reserve fund to ensure that rent money is spent on building maintenance and repairs.
- The allocation of adequate resources to municipalities to allow them to carry out their existing housing standard enforcement responsibilities.
- Improvements to the existing landlord and tenant court system.
- Improved education for landlords and tenants on their rights and obligations.

APPENDIX B

DISSENTING OPINION OF THE NEW DEMOCRATIC PARTY

Standing Committee on General Government Rent Control Hearings

NDP Dissenting Opinion

"These changes are an attack on tenants, and will unfairly hurt seniors, students, the disabled and people with low incomes. This is another example of the Harris politics of rich against poor, of those who have against those who have not."

NDP Housing Critic Rosario Marchese

After three weeks of public hearings in Toronto and across Ontario on the Conservative government's plans to end rent control, it's clear the Conservatives aren't listening. Almost 250 groups and individuals appeared before the General Government Committee, the majority opposing the proposals. "Keep rent control," they said. "Keep the *Rental Housing Protection Act*." They brought stories, evidence, suggestions and criticism; lots of criticism.

Thanks to the Tory majority, however, the General Government Committee's report will contain no analysis, comment or recommendations.

As a result, the NDP has written this dissenting opinion in opposition to the Conservative proposals. As a member of the General Government Committee, Mr. Marchese has said the NDP will not sign any report that includes vacancy decontrol or the repeal of the *Rental Housing Protection Act*.

The Conservatives plan to end rent control is part of the government's larger strategy of undermining the living standards of working families. Mike Harris and Al Leach seem to believe that if you throw money at the wealthy, society will benefit as a whole. As Mr. Marchese pointed out during the hearings in Kitchener, "Trickle down will not build affordable housing. The unit at the end of the trickle-down is a slum."

The Conservatives plan to end rent control means rents will go up. That's the bottom line. Many landlords who appeared before the committee admitted as much. When a tenant leaves a unit, landlords will be able to jack up the rent by as much as they think they can get. Since 70% of tenants move every five years, most tenants will soon be in a market without rent control.

The government likes to claim that it has protected sitting tenants; but a sitting tenant is a sitting duck. The cap on capital expenditures will be raised from 3% to 4%

above guideline. That means that, for example, with a guideline of 2.8%, the maximum increase would be 6.8% instead of the current 5.8%--and even higher with extraordinary operating cost increases. Under current legislation, extraordinary operating costs can only be passed on up to the cap. Now, the sky's the limit. If government cuts or market value reassessment forces municipalities to raise property taxes, tenants will pay the full shot. The same thing will happen if the Conservatives privatize Ontario Hydro and rates shoot up.

Not only will sitting tenants face higher rent increases, but they may be subject to pressure and harassment if they are lucky enough to have an affordable unit. Why? Because the Tories have effectively given landlords a bonus if they get their tenants out.

Over 60% of the almost 250 presenters at the hearings were tenants or representing tenants. Why all this interest? Because tenants are scared. Even with rent control, 35% of them pay more than 30% of their income in rent. They can't afford to pay more. And this government has scrapped the jobsOntarioHomes program that gave tenants a housing alternative.

Time after time, they told the committee that if rent control is scrapped, as the government is proposing, they will be hit hard. Seniors, the disabled and students will be especially affected. For example:

Seniors

"The Landlord and Tenant Act, the Rent Control Act and the Rental Housing Protection Act exist to protect tenants and to provide diverse housing options for Ontario's citizens. Seniors are especially dependent on these protections. We have spoken to many seniors who now live in fear that this government is turning its back on the people of this province. Therefore, OCSCO urges the government of Ontario to seriously consider the social impact on Ontario's citizens before any amendments are made to the original statutes protecting tenants' rights."

Ontario Coalition of Senior Citizens' Organizations
Toronto, Monday, August 19

"Seniors would be protected as long as they don't move, but seniors do move for reasons such as when their family moves and their support system is no longer there, when their spouse dies, when they become disabled or to be closer to doctors, hospitals, shopping, etc."

Mrs. Gwen Lee, United Senior Citizens of Ontario
Hamilton, Friday, August 30

People with Disabilities

"Access to affordable housing has always been a problem for persons with

disabilities because their income is usually 60-70% lower than persons without disabilities...The potential is great that this legislation will cause a major housing crisis."

Marilyn Warf, Persons United for Self-Help in Northwestern Ontario (PUSH)
Thunder Bay, Monday, August 26

Students

"Our primary concern is with vacancy decontrol. We don't really believe it will ensure a stable pool of affordable housing. Students are a very transitory population. We move at least once a year and sometimes more often than that depending on the situation. Therefore, vacancy decontrol is not really going to protect us from what we consider to be unfair rent increases, because as soon as you leave a particular apartment, the landlord has the ability to raise the rent as much as they would like."

Vicky Smallman, Canadian Federation of Students
Toronto, Monday, August 19

"Students are earning less and paying more for tuition, and with the elimination of rent control they will be paying more for housing. This is especially true for UW (University of Waterloo) students, as our school has a very successful co-op system where approximately 3,000 UW students attend school for four months and then leave on a four-month co-op placement. The provision to permit rent increases without being subject to any form of rent control as units are vacated will have a profound effect on many students"

Darrell Novak, Waterloo Public Interest Research Group (WPIRG)
Kitchener, Thursday, September 5

Landlords and Builders

"Will the policies outlined in the discussion paper on the proposed tenant protection legislation encourage owners to invest in existing housing stock and create much-needed employment in the construction sector? We believe the correct answer to that question is no."

Joseph Hoffer, London Home Builders' Association
London, Wednesday, September 4

"If the goal of this legislation is to get people like me back constructing residential rental suites it will fail miserably."

Michael Howe, Norquay Homes Ltd.

"I should remind you that the rental changes alone will not result in new construction."

John Bassel, Metropolitan Toronto Apartment Builders' Association (MTABA)
Toronto, Monday, August 19

"The removal of all rent control provisions for newly constructed units is helpful to our industry but does not provide the certainty which is required for investors."

Dave Specht, Thunder Bay Home Builders' Association
Thunder Bay, Monday, August 26

Existing landlords make, on average, a good buck. A representative of JJ Barnicke, the commercial real estate broker, told the Toronto Star on March 10 that "with a low down payment, apartment buyers can make a return of better than 15% on their equity." The story also says that buyers snapped up close to \$800 million of residential rental property in the GTA last year. "But don't expect the investment boom to become a buying boom, cautions Swartz. You can buy a 650 square foot apartment for about \$39,000 a unit...Building the same unit would cost over \$60,000, so why bother."

On July 2, another story reported that according to Russell Property Index, which the Globe and Mail calls "a highly respected gauge of investment activity", Ontario's apartment sector has delivered a 10% annual return on investment over the past 10 years, outpacing all other sectors."

This government's legislation will fill the pockets of these existing landlords, who are already doing quite well. It will not encourage them to build, except perhaps at the very high end, mostly outside Toronto. Why? Because most tenants cannot afford to pay the rent required to make the profit landlords want on new construction. As Professor David Hulchanski pointed out in his presentation to the committee:

"rent controls and the related tenant and rental stock protections that currently exist are a *response* to the problem of inadequate supply, they are not the *cause* of the problem."

The government's own report, the Lampert Report, identified a gap between achievable market rent and economic rent of more than \$3,000 per year in Toronto. Lampert was only able to identify \$200 in savings to landlords from killing rent control, and that was for administrative savings. In other words, less than 7% of the gap would be closed. Tenants are asked to take it on faith that killing rent control, along with other measures the government has not announced, will bring the private sector back. 'Just trust us', is what the government is saying.

Mr. Lampert did not even try to demonstrate that killing rent control will improve a landlord's bottom line enough to encourage new construction. He does show that during the golden age of apartment construction in Ontario, the industry got a wealth of tax incentives.

This government also talks about encouraging rental supply. Yet this paper proposes getting rid of the *Rental Housing Protection Act*, which prevents the demolition and conversion of existing rental stock. Through Bill 20, the government has also allowed municipalities to prevent homeowners from creating new basement apartments. This source of affordable housing has produced homes for an estimated 100,000 households in Ontario.

How do these policies help the supply of affordable housing? They don't. They cater to developers who want to convert buildings to condos for the rich. And they cater to municipalities who don't like having affordable rental housing in middle class neighbourhoods.

Conclusion

The hearings show that tenants do not want the government's so-called 'tenant protection package', and landlords and developers won't build because of it. Tenants will pay higher rents they can't afford and get absolutely nothing for it.

Unfortunately, the Tory majority on the Standing Committee on General Government has taken its marching orders from Al Leach and produced a report that ignores the tenants and landlords who appeared before them over three weeks across Ontario.

New Democrats brought in the *Rent Control Act* over the opposition of Liberals and Conservatives. We were pleased to hear that tenants want to keep it. Most of them say it works well, although some had ideas for improvement. We conclude from these hearings that the *Rent Control Act* should be retained and that the government should consider tenant suggestions for strengthening it.

New Democrats will strongly oppose policies that steal from tenants to give to landlords and developers. We see it as just another example, of Mike Harris's politics of rewarding those who have at the expense of everyone else.

New Democrats will keep working with tenants in the fight to make this government listen.

Some Personal Stories from the Rent Control Hearings

"I am a 36-year-old sole-support mom of a beautiful, well-adjusted, believe it or not, intelligent 11-year-old son. I am a university student. I have recently graduated from Trent University with a bachelor of arts degree... Please don't take away rent controls. I know you're saying you're not, but from what I've read, and I don't understand all that stuff, it looks like it. The present rent controls are working to protect both the landlord and tenants, so why put your energy into something that's working?"

Cindi Zwicker

Peterborough, Thursday, August 29

"I also want to speak out on behalf of all the women and children who have had their lives torn apart because of family violence. Many of them have had to flee their homes and have then had a difficult time trying to find safe and affordable housing. I was one of them. Four years ago I arrived in this city after leaving an abusive marriage and spending six weeks in a women's shelter. I arrived in the Sault with my four children, \$60 in my pocket and nowhere to live..."

Lisa Kisch

Sault Ste. Marie, Tuesday, August 27

"We were on the verge of moving. We were looking for a place for her to live maybe a little bit better, because when you can't even go down to the basement because you have raw sewage floating around down there it's really disgusting. We didn't know what to do. All the places we found were going to leave (Pamela) with about \$150 a month to pay bills, which was unacceptable. Our only recourse, as I say, was to move, until we heard about a tenant advocate who helped us out... I want to point out that the current legislation does work. Since we have met (tenant advocate) Mrs Taylor we have had the problem with the basement fixed, we have had electrical problems fixed... I just wanted to make you people aware that the current legislation does work. We are living proof of that. The fact that we've had repairs done for the first time in three years is an indication of that."

Pamela Johns & Doug Getty

Kitchener, Thursday, September 5

APPENDIX C

SUMMARY OF WITNESS RECOMMENDATIONS

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INTRODUCTION

On June 25, 1996, the Honourable Al Leach, Minister of Municipal Affairs and Housing, announced in the House that consultations would be held on a new tenant protection package (TPP). *New Directions*, a 17-page consultation paper setting out the proposed changes, was released that same day. The Minister noted that the consultation paper would be the subject of legislative committee hearings across the province during the summer. He added that the government hoped to introduce new legislation this fall.

Six pieces of legislation are directly affected by proposals in the tenant protection package. They include: the *Rent Control Act* (RCA), the *Landlord and Tenant Act* (LTA), the *Rental Housing Protection Act* (RHPA), the *Municipal Amendment Act*, the *Residents' Rights Act*, and the *Land Lease Statute Law Amendment Act*. In addition, other statutes such as the *Planning Act* and the *Building Code Act* are affected by these proposals.

In accordance with instructions given by the sub-committee of the Standing Committee on General Government, this document organizes witness comments on the Ministry's consultation paper according to themes. The purpose of this thematic summary was to provide the Committee with a foundation on which to base its final report.

The witness recommendations are more general rather than verbatim. Readers wishing greater detail can consult *Hansard* or the briefs themselves. The names of individuals and groups that express the substantially same point will be listed together. Efforts have been made to link the witness' comments to the proposals which appear in the consultation paper. Where witness recommendations address issues outside of the consultation paper, these comments are collected under a miscellaneous section at the end of the summary.

The summary contains the comments of individuals or groups who addressed the consultation paper by correspondence or through presentations made to the Committee from August 19 to September 5, 1996. (Public hearings were held in Toronto, Thunder Bay, Sault Ste. Marie, Ottawa, Peterborough, Hamilton, Windsor, London, and Kitchener.)

The summary is organized according to the eight major themes of the Ministry's consultation paper. The eight major themes are:

- 1) Goals for a new tenant-protection system;
- 2) Protection from unfair rent increases;
- 3) Maintenance;
- 4) *The Landlord and Tenant Act*;
- 5) The dispute-resolution system;
- 6) Security of tenure and conversions;
- 7) Care homes; and

8) Mobile home parks and land-lease communities.

Subheadings have been added within these basic sections for greater clarity. A list of witnesses and submissions appears at the end of this document.

NOTE: The proposals of the tenant-protection package are highlighted in the summary in italics. (Some received no response.) The non-italicized text which follows represents the witness comments followed by witness name (or acronym) in brackets.

GOALS FOR A NEW TENANT PROTECTION SYSTEM

PROTECTION FROM UNFAIR RENT INCREASES

Rent Control Guideline

The current rent control guideline formula will be retained for sitting tenants.

The 1996 guideline is 2.8 percent. It will be about the same in 1997. [Note: The 1997 guideline is 2.8%.]

The current annual guideline formula based on a three-year moving average of building operating costs should be preserved, subject to restoring the percentage of the Rent Control Index from 55 to 60%, plus 2%.

(FRP, Minto, CMHP, RHSA, MPM)

The current guideline should be maintained with two modifications: the operating component should be increased from 55% to 60% and the 2% component should not reflect capital expenditures only.

(Andrade)

Allowable rent increases should be 3% higher than the rate of inflation.

(Sollbach)

The guideline must include the 2% for profit and unclaimed capital expenditures.

(EOLO, UC)

Rent control should be based on one increase per year, based on inflation with no exceptions.

(TAG, WSCLS)

Annual Rent Increase

Rent increases for sitting tenants will continue to be limited to once a year with at least 90 days' notice.

Rent increases for sitting tenants should be limited to once a year with 90 days notice, unless the tenant agrees to other terms.

(FRP, Minto, CMHP, RHSA, MPM)

Where a rent increase application has not been adjudicated by the effective date, the landlord should have the right to collect the applied for rent for the unit(s) pending a decision and subject to rebate if the increase is denied in whole or part.

(FRP, Minto, CMHP, RHSA, MPM)

We support retention of the one increase per year rule but are somewhat disappointed that the paper does not suggest a longer notice period for any intended rent increase.

(FOCTA)

Rent increases should continue to be limited to once a year except in cases where the unit becomes vacant.

(Andrade)

The protection of the *Rent Control Act* must be maintained.

(Mathyssen)

Rent Increase Criteria

Landlords will still require permission to raise rents above guideline. The grounds for above-guideline increases will continue to be limited to capital expenditures and increases in extraordinary operating costs for municipal taxes and utilities.

Landlords should apply to rent control authorities for the annual increase whether or not they apply for an above-guideline increase. Rent control should ensure that costs have in fact gone up for the building being applied for. Rent control should make every effort to ensure that the information that they are given applies to the building in question and only to that building, i.e. if a landlord has more than one property make sure the bills etc. are not being used for more than one building thus ensuring that tenants in building X are not paying fuel bills for building Y, etc. Landlords should have to absorb unexpected increases in utility costs the same way everybody else does.

(ORTA)

The allowable rent increase in any given year should be the larger of the published guideline or \$20. The allowable rent increase for an above-guideline capital application should be the greater of the guideline plus 4% or \$50, if justified.

(FRP, Minto, CMHP, RHSA, UDI, MPM)

A third ground for above-guideline increase applications should be added on the basis of comparisons with rents for comparable units, i.e. those of similar size, amenities, location and quality.

(FRP, Minto, CMHP, RHSA, UDI, MPM)

There must be a cap on increases in maximum rents.

(CSTR, WSCLS)

There must be a link between rent increases and ongoing maintenance and repair of buildings.

(CSTR, WSCLS, ACT, RYGTA)

Capital Expenditure Cap

Capital expenditure increases will be capped at four percent above the guideline and the two-year carry forward provision will be continued.

Strong support is expressed for this provision to facilitate building restoration.

(BCRAO)

The proposed recognition of a cost-pass-through for legitimate work will produce immediate catch-up work.

(UC)

We have no objection to the increase as long as it does not go above 1% and it remains conditional on the receipt of an approval.

(AL)

The proposed capital expenditure limit of 4% is a step in the right direction, but it is not large enough to provide enough capital funding for large projects such as underground garage renovation. The unfortunate reality is that the size of the capital projects gets larger as the buildings get older. With Ontario's aging rental stock, a cap limit of perhaps 10% is more appropriate.

(CCP, Sand)

The provision of a carry forward acknowledges that placing a cap on rent increases will not always allow for adequate compensation of costs incurred by a landlord. Limiting the number of years in which a carry forward will be applied defeats this purpose as it may result in under-compensation of costs incurred.

(SPAR)

Rent increases as a result of capital expenditures should be subject to the cap of 4% without limit on the number of years of carry forward. If additional capital work is required during the term of the carry forward, a new application should be allowed, with the approved increases to run consecutively.

(FRP, CMHP, UDI, Minto, MPM)

This proposal should be modified to reflect full recovery of proven capital expenditures subject to the annual cap of 4%.

(Andrade)

The cap should be 6% and the carry forward provisions should be unlimited.

(ODCL, MLC)

The capital expenditures cap should be 12%.

(CMHA, CMHP)

It is essential that you allow for a complete pass-through of any code-required capital cost work, e.g. fire retrofit. Rents should be allowed to be increased to fully cover the cost of borrowing the funds required for the length of time required to amortize the improvement. This is what the banks require to lend funds.

(AH)

Capital expenditures should be extended beyond the two-year phase-in. Work ordered against a building should be exempt from any type of cap.

(HHBA)

The allowed increase is inadequate in view of both the costs and the need to do more than just one or two elements of rehabilitation at one time.

(BLHL)

We do not support the proposed 4% cap on capital expenditure increases. We do support the concept of a capital reserve fund. It would be used to pay for capital expenditures on a building. Each building would have a separate fund. The landlord would be responsible for administration. If a landlord applies for a capital expenditure increase, documentation will have to be produced to detail what monies were in the fund.

(ERTAC)

We oppose a maximum of 4% increase above guideline for capital expenditures. This is 1% more than what is currently allowed.

(MTLS, FCLS, SCTA)

Above-guideline rent increases for capital expenditures and extraordinary operating costs should not exceed 3%.

(Hall, MNSJ, McConnell, HPTA)
WELSO, UTO-ER, LCHIC, RCLC,
LAW, Krall, WRCLS, NLSLMH, HMLCS)

Capital expenditures and “above-guideline capital expenditures” should be defined.

(ORMA)

We believe it is unnecessary to provide additional incentives to ensure proper maintenance and repair.

(HMLCS)

The cap should not be different in mobile home land-lease communities, nor should it vary because of the reason for the expenditure. To do so would be to discriminate against some of the most vulnerable tenants in the province.

(MLC)

Extraordinary Operating Costs

Rent increases related to extraordinary operating costs will not be capped (i.e. taxes and utilities). Landlords have little or no control over these costs and the resulting rent increases tend to be very low.

We support the proposal that extraordinary costs over and above what is defined in the yearly guideline increase be passed through to the tenant, provided these costs are capped.

(ERTAC)

We support provisions that will allow the actual costs of operating and maintaining buildings to be covered.

(BCRAO, Andrade)

The government's policy of downloading onto municipalities makes property tax hikes inevitable. Allowing landlords this latitude will ensure that, yet again, low income people will carry an unfair share of the province's financial difficulties.

(TBCAP)

There should continue to be caps on these increases particularly because of the new municipal powers under the *Savings and Restructuring Act, 1996*, to charge user fees.

(MTLS)

Extraordinary cost should be defined.

(ORMA, WPIRG)

Uncontrollable costs (e.g. water testing) in mobile home parks/land lease communities should be passed through to tenants.

(OMHA, DAMPA, HHHBA)

There is concern that increases factoring in “extraordinary operating costs” will not be capped, especially after rents have been allowed to float. This could lead to excessively unfair rent increases.

(CARP, FCLS)

Passing on increases in costs related to utilities removes an incentive for landlords to practice energy and water efficiencies, a responsibility which should be shared with tenants. A more equitable solution to passing on increases in property taxes would be to place residential rental units on the same assessment and property tax footing as homeowner residential units.

(Cullen)

The actual costs involved, as agreed to by the approval agency, should be amortized and added on to tenant rents.

(UDI-RGI)

This provision is overly generous for the landlord.

(CFSO, EYNDPRA, MNSJ, LAW, WECARP)

Tenants will no longer be able to share in the benefits of decreased utility costs.

(FMTA, Tabuns, WSCLS)

A cap on extraordinary operating costs should be included in the capital expenditure cap.

(WELSO, UTO-ER, LCHIC, RCLC,
HMLCS, WRCLS, NLSLMH)

There should be provision for a rent reduction application for a reduction in costs of heat, hydro or water; decreases in municipal taxes; inadequate maintenance; and reduced or withdrawn services.

(OCSCO, EYNDPRA, WELSO, UTO-ER,
LCHIC, HMLCS, RCLC, Krall)

Tenant rent reduction applications for extraordinary decreases in municipal taxes should be preserved.

(Danzig)

Rent Reduction/Abatement

The right of tenants to make a rent reduction (or abatement) application at any time will be preserved. The grounds for decreases will be inadequate maintenance, reduced or withdrawn services and operating cost decreases for municipal taxes.

Make applications for rent abatement as uncomplicated as possible. Make rent abatement available on an individual as well as a property-wide basis (i.e. all the units in the building(s)).

(ORTA)

The provincial government should continue to assist tenants with repair issues by prohibiting rent increases and ordering rent abatements.

(KALC)

Frivolous applications should be screened out, and cost sanctions imposed following a “pre-trial” where the evidence is shown to the tenant.

(BLHL)

In the case of mobile home parks, rent reductions should be based on the actual cost of service not provided.

(OMHA, HHHBA)

There is concern regarding the definition of “adequate maintenance.”

(OREA)

Proven harassment and reduced “extraordinary operating costs” should be added to a tenant’s grounds for rent reduction/abatement.

(CARP)

With the merger of the RCA and LTA into one act, all applications for redress, reduction or withdrawal of service and maintenance problems, should be covered under a rent abatement provision incorporating the language of section 94 of the LTA, with the ability for the rent to be restored on correction of the problem.

(FRP, CMHP, RHSA, UDI, Minto, MPM)

This right should be preserved with tenants filing claims in Small Claims Court. There should be an application fee, with refund if the application is found to be of merit.

(Danzig)

The RCA's unclear standard of "inadequate maintenance" in section 23 should be replaced with the LTA section 94 obligation to maintain the premises "in a good state of repair and fit for habitation" which has been well defined in case law.

(FRP, CMHP, RHSA, UDI, Minto, MPM)

Applications for rent reductions should be required to be filed and heard in separate actions from any application for a rent increase. Reasonable filing fees for both types of applications should be charged as a protection against frivolous actions. Adjudicators should have the power to rebate filing fees where the complaint is justified.

(FRP, CMHP, RHSA, UDI, Minto, MPM)

In the case of inadequate maintenance applications, only conditional abatements should be possible. The rent penalty should be removed once the problem is rectified. Permanent reductions should only apply for permanent withdrawal of service or a tax decrease.

(HHHBA)

Applications for rent reductions based on extraordinary operating cost decreases should be limited to municipal taxes.

(FRP, CMHP, RHSA, UDI, Minto, MPM, Andrade)

Rent reduction applications should be limited to property tax decreases and withdrawal of service.

(ODCL)

Permanent rent abatements/adjustments should be discontinued when deficiencies have been corrected.

(NH)

We strongly object to the retaining of this provision.

(ODCL, GR, AON)

Disputes related to rent abatement should be handled by a rental ombudsman.

(AON)

Any reduction in rent based on inadequate maintenance or the withdrawal of services should be calculated as an actual cost, not a “value”. Value is somewhat discretionary, whereas actual cost is finite and easy to calculate.

(UDI-RGI)

It must be made clear that when a unilateral reduction of a service or facility occurs, the rent reduction must equal the cost that the landlord will no longer incur by reducing or withdrawing the service or facility, not some abstract concept of perceived value.

(EOLO, UC)

Contractual remedies of abatement of rent and damages must be available to tenants for landlord breach of covenant or statutory obligation.

(MLC)

Rebates and abatement of rent should be retroactive through the entire period the problem has existed for the tenant.

(MLC, WELSO, UTO-ER, LCHIC, HMLCS, RCLC, WRCLS)

Reductions for inadequate maintenance and withdrawal of services should be calculated on a contractual basis as is the practice in the courts. When it is done under the current policy, such awards are comparatively reduced and seldom reflect appropriate compensation for the state of disrepair/reduction of services.

(FCLS)

The landlord should be contacted to determine whether the abatement application has merit.

(Danzig)

This proposal is welcome, but it may not provide adequate compensation for tenants. We propose that a tenant be allowed to apply to recover, in addition to any rent reduction, any expense incurred in moving away from the unit. They should also be allowed to claim for damages for the emotional harm caused by the harassment and compensatory damages for the disruption that occurs in their life. Provision should also be made in the appropriate social assistance legislation to

exempt such damages from inclusion in income and assets for the calculation of social assistance benefits. (Consult the brief for further details.)

(SCLC)

Illegal Increases/Charges

Tenants will continue to be able to make applications regarding illegal rent increases and illegal charges.

Fines, rebates, and punitive damages should be mandated for landlords who persist in charging illegal rents.

(WELSO, UTO-ER, LCHIC, HMLCS, RCLC, MLC)

Stiff penalties should be introduced to discourage illegal fee practices. A tenant should be able to sue for 10 times the amount of the illegal fee.

(FOCTA)

If the Rent Registry is scrapped, how will tenants be able to prove illegal rent increases and charges?

(HPTA)

The illegal charges section of the new act should clarify that landlords have the right to charge refundable deposits for keys, magnetic access cards, door openers and other security devices.

(FRP, CMHP, RHSA, UDI, Minto, MPM)

Matters involving illegal charges should be heard by a rental ombudsman. Such applications should never be allowed to come forward without clear justification.

(AON)

New Base Rent

When a unit is vacated, the landlord will negotiate the incoming tenant's rent without regulatory restriction. Rent guidelines will once again apply when the unit is re-rented to a new tenant.

This measure will rebalance the regulatory environment for rental housing.

(OREA)

This proposal is supported as it relates to mobile home parks and land lease communities.

(OMHA, HHHBA)

We support the proposed changes to rent control as they are improvements to the current system. Rent controls are completely unnecessary, ineffective and inappropriate in the residential care sector.

(Porter)

The current rent control legislation should be retained.

(FCLS, CSTR, WSCLS, JSTA, STA, Trepanier,
Marterisor, Walsh, ORTA, BPWCO, Holmes,
SOAR, HHCHW, Procter, Zwicker)

We recommend that rent control not be lifted, but if the legislation is amended, protections for low income tenants should be maintained.

(DCLS)

Vulnerable tenants may not be in a position to negotiate a fair monthly rent with a new landlord.

(OKC, WEBLC, YWCAP, WAWG, TVP)

People applying for apartments rarely have the option of negotiating the rent with a landlord or rental agent. One either accepts the landlord's rent figure and makes an application, or one moves on. This is the situation where a landlord has many applicants for a single unit. If the public lacks negotiating power in a tight housing market, rent control at least keeps the housing costs affordable for most.

(Bobier, MLC, RRDLC, SCLC, ACLC, FOCTA, HACTA, HMLCS)

Prohibitions against parties contracting out of the legislation should be maintained.

(DCLS)

Landlords and sitting tenants should be able to negotiate increases of any amount acceptable to both of them. There should be a 72-hour cancellation period for reconsideration by the tenant.

(FRP, CMHP, RHSA, UDI, Minto, MPM)

The new legislation should allow landlords and tenants to freely negotiate increased rents to cover improvements desired by the tenant. Currently, even if a tenant wants an improvement and is prepared to pay the increased cost of it, the landlord cannot legally agree.

(AH)

This provision is only applicable to Toronto, which has a vacancy rate of less than one percent. It does not really apply to the towns and cities outside of Toronto, where market forces such as low purchase prices for homes, keep rents in check. In the outlying areas beyond the City of Toronto, a rental ombudsman would be the answer to any exorbitant rent changes.

(AON)

Rent control protects those on fixed and low incomes from rent increases and harassment. When removed, who will pick up the difference in rental costs that these people will incur if they have to move?

(Kimball)

There is concern about how the housing needs of those who are most vulnerable will be affected by "vacancy decontrol" (e.g. increased rent, greater risk, fear of moving).

(HATB, CMHA-TB, TBCAP, TBDLC, SHACH, HMLCS,
TBACHC, TBES, Davey, Curry, PUSH-NWO, STTA,
WAWG, Lee, SOAR, AL, ACLC, Schlichter, Winninger,
PUSH-L, LSPC, HF, HACTA, YWCAP, PCLC)

The removal of rent control will open the door to landlords who wish to exclude certain classes of people (aboriginal people, the disabled, students, transient groups, or single mothers) who will be involved in a bidding war for vacant units as they become available. These tenants will also have less money to spend on other goods and services.

(KALC, FCLS, ACLC, AL, TBACHC, YWCAP)

Most psychiatric survivors are transient and move frequently. They also face bouts of hospitalization. With the proposed changes, they will be faced with having to either continue paying rent (even while unable to live in the apartment due to being hospitalized), or, give it up and risk not being able to afford another unit. Most people cannot afford to continue paying rent while hospitalized and are already living on extremely restrictive budgets. They will then be faced with having to choose to go for treatment or keep their home.

(SCPS, PACE)

Individuals who are stigmatized and clearly in a vulnerable position, have no power to 'negotiate'. If this change becomes effective, people living with HIV/AIDS (PHAs) and others with disabilities will be paying 3/4 of their monthly incomes on rent. This will leave a mere 1/4 to purchase needed medications and otherwise survive.

(ACW)

Seniors and the disabled will be hard hit by vacancy decontrol.

(SCCP)

We recommend that the government re-examine the proposal to decontrol rents when a tenant vacates a unit, in light of the negative impact which this will have on some of the most vulnerable people in our community. Moreover, the government should reinstate funding for the Housing Resource Centre, in light of the economic and social cost of closing that centre.

(PSPC)

These changes will result in unjustified and exorbitant increases in rent.

(Haddad, TBACHC)

If rent controls are removed, there is no doubt that there will be upward pressure on rents. An increase in the overall level of homelessness is a very real possibility.

(Walker, YRCSJ, UTO, WSCLS, WELIFT, BPWCO, SHCGP, HACTA, HCLS, BACW)

Rents will not go "through the roof." Only a few "chronically depressed" units may be subject to higher increases.

(MDSA)

Why would any company build rental housing only to be controlled again?

(RP, AON, LHBA, HDAA)

The provision for maximum rent on the turnover of a rental unit should be retained.

(CHVD)

If rent control is removed, set a limit for rent increases based on the square footage of units.

(Davies)

We do not support vacancy decontrol because rent controls will be effectively removed from what little affordable housing there is within the area of the Eglinton riding. Finding decent, affordable housing in the area is a problem now.

(ERTAC)

There must be a cap on annual rent increases which will result in administrative efficacy for landlords. If they are not in force, there is a very real fear that landlords will create “ghettos of exclusion”. Rent could fluctuate depending on who is requesting the apartment.

(NTTN)

Ceilings should be placed on the percentage increase in rents charged to tenants moving into new units.

(Cooper)

An annual rent increase cap of 6% over five years might serve as a ceiling on the rent charged to tenants moving into new units.

(Danzig)

‘Vacancy decontrol’ means that when a rental unit is vacated, the incoming tenant must negotiate the amount of the new rent. Although the proposed rules state that rent control will then be reinstituted, release of the unit will permit the landlord to jack up the rent once again.

(JGATA)

Rents must be controlled for units rather than tenancies.

(WELSO, UTO-ER, LCHIC, HMLCS, RCLC)

Any new legislation should allow for total decontrol of units upon vacancy or contain more favourable rules dealing with discounted rents. Landlords and tenants should negotiate and structure agreements that will determine rent, annual increases, and usage charges such as parking and air conditioners.

(APE)

Ideally, once a unit becomes vacant it should become decontrolled. As an alternative, beginning with the October 1995 CMHC Rental Survey, any Census

Metropolitan Area (CMA) where the vacancy rate exceeds 3% should be in a position to have vacant units become permanently decontrolled.

(RGC, EOLO, UC)

As an alternative to decontrol at the time of tenancy change, a landlord in a mobile home park/land lease community could negotiate a new tenancy agreement.

(OMHA, HHHBA)

We believe that Ontario must move from this “phased decontrol” system to complete removal of rent controls.

(OHBA, TBHBA, SHBA, PDHBA, WRAMA, Smar)

Decontrol all units with rents in excess of a determined amount, for example \$850 a month. People who can pay this amount should not expect government intervention.

(UC)

If the government will not remove rent control entirely, then true vacancy decontrol would be the next best thing for landlords, taxpayers and tenants.

(Dickie, UC, Robbins)

When an apartment is vacated, it should remain uncontrolled. If there are abuses, there should be mechanisms to deal with them.

(HDAA)

Allow vacant units to rise to a market rent and remain uncontrolled. This would eventually provide a way out of what was a very predictable disastrous situation that we are in today.

(AH, MTABA)

This provision will pressure tenants, particularly low income tenants, to stay in their current units.

(Adamson, Tabuns, Hall, WELSO, UTO-ER, LCHIC, RCLC, TAG, UTO, McConnell, WSCLS, ACLC, SCTA, STTA, HMLCS, AL, HCLS)

Vacancy decontrol will provide a financial incentive for landlords to push tenants out of their homes.

(Werner, WRCLS, Life Spin, MacIssac, NLSLMH, LSPC, ETA, UTO, FMTA, OCSCO, Dave, WELSO, UTO-ER, LCHIC, TCRC, TMCA, MT, Eglinton 707/717, WSCLS, LWHTA, EYTA, Parker, PCLS, BADC, Hulchanski, LCMTYR, TAG, TATC, KAN, TV, RCLC, Krall, Leach, LAW, HMLCS, SCTA, WWIC, CAWCDG, WEBLC, SOAR)

Free market rents will mean disaster for tenants of Ontario.

(MTLS, RYGTA)

Vacancy decontrol will create greater disparities in the rent charged for similarly-sized units. This will erect barriers to cooperation.

(HMLCS)

Vacancy decontrol will end rent control in Ontario one unit at a time.

(CFSO, FMTA, MNSJ, RPTA, WSCLS, MacIssac, HACTA)

Rent control should be consistently applied to both occupied and vacant units.

(Hall, OCSCO, McConnell, Seiler, Sheridan, Petti, White, McPherson, Nichols, Johnston, NTTN, Casey, Strydonck, Telfer, QSPC, ACE, RCLC, WSCLS, Banville, Hollingsworth, Balloosingh, OSG)

This provision will unfairly impact the majority of post-secondary student renters, low income renters, and other transient groups, and provide an impetus for harassment.

(OFSO, TCRC, FCLS, ONDY, Lyons, WPIRG, WRCLS)

Under "vacancy decontrol", landlords will be free to discontinue services which were previously included in the rent.

(MNSJ)

Rent increases should be fixed for 5 years; when a new tenant moves in the rent could increase.

(EYNDPRA)

The removal of rent controls on apartments changing occupancy will have little effect on rent levels in Sault Ste. Marie or Peterborough. Competitive forces will, in most cases, keep rents from escalating.

(EML, PDLA)

Clarification is required to establish the point at which a shared unit is considered vacant.

(CFSO, TBACAC)

New Construction

Rent guidelines will not apply to new construction.

This proposal is a mistake. It will serve as an incentive for developers to demolish and then rebuild.

(STPTA)

The proposal to remove new construction from rent guidelines will result in less affordable housing being built. Developers will concentrate on building high-cost rental units. A poor person's chance to live in a modern, safe building will be lessened.

(TBCAP)

Strong support is expressed for the exemption of new units from rent control in perpetuity; a mechanism to bind future governments to this agreement will be necessary.

(OREA)

The proposal is supported.

(Armstrong)

The removal of rent control provisions for newly constructed units will be helpful to our industry, but it will not provide the certainty that controls will not be established at a later date. This is required for investors.

(TBHBA)

While rent controls not applicable to new construction was part of the original rent control system, a subsequent government brought those post-1976 buildings

under rent control. Developers/landlords are not going to believe it when government says they're not going to be under rent control in the future.

(PDLA)

We support the proposal that new construction not be subject to rent control guidelines. However, it needs to be clarified that any site, not previously leased, is to be treated as new construction. This is based on the fact that land lease communities, unlike apartments, are not all developed, leased or even feasible at the same point in time. Similarly, the previously leased site that now has a new home located on it should also be exempt from rent guidelines when re-leased.

(UDI-RGI)

It is necessary for the government to sign individual contracts with new potential private rental investors to provide for long term investment security, i.e. freedom from future rent control.

(MTABA)

Residential intensification in older mobile home parks is a viable alternative.

(OMHA, HHHBA)

Simplifying Rent Regulation

The proposed simplification is welcomed. The present legislation is almost unintelligible. It has been good business for consultants, lawyers and legal aid clinics.

(UC)

The simplification process outlined in the discussion paper will make tenants vulnerable to higher capital cost increases, restricted freedom of information and a lack of mandatory explanations for rent control decisions.

(HPTA)

The goal of simplifying administration should not override the right of fairness or the right of tenants to know why their rents have increased.

(CARP)

To simplify administration, the ministry will no longer require that:

Costs No Longer Borne

Costs no longer borne be calculated for capital expenditures

The Ministry should no longer require that costs no longer borne be calculated for capital expenditures, that landlords include operating costs statements with notices of rent increase following an above-guideline increase or that written reasons be produced, unless requested by either party.

(FRP, CMHP, RHSA, UDI, Minto, OREA, MPM)

Past capital expenditure increases should be monitored to ensure that rent will decrease at the end of the life of the asset.

(Shortt)

Landlords should continue to include costs no longer borne in calculations for capital expenditures in claims to increase the rents of sitting tenants.

(CARP, SCTA, WECARP, HMLCS, WELSO,
UTO-ER, LCHIC, RCLC, WRCLS, DCLS)

This proposal is opposed since it would allow landlords to continue to charge tenants or mobile home park residents for capital repairs, even after costs have been recovered.

(Tabuns, ERTAC, WELSO, UTO-ER, LCHIC, LCMTYR,
RCLC, Krall, OSG, NLSLMH, TETA, HMLCS, Winninger, HACTA)

This provision should be retained.

(Hall, McConnell, Ivey, Cullen)

This is a bonus for landlords.

(FCLS)

Tenants will be worse off under this proposal. Under the present *Rent Control Act*, once a capital repair has been paid for through a rent increase, it comes out of the rent. Under the proposed changes, tenants will keep paying for the repair through a continual increase in rent.

(JGATA, SHACH)

Landlord Operating Cost Information

Landlords include operating cost information with subsequent notices of rent increase after an above-guideline increase has been approved.

Landlords should include operating cost information with subsequent notices of rent increase after an above-guideline increase has been approved.

(ERTAC, CARP, ETA, WELSO,
UTO-ER, LCHIC, TVP, HMLCS, RCLC)

This proposal is supported.

(OREA)

Reasons

Decision-makers supply a written explanation of reasons for every rent-control decision issued; they will now be supplied only on request.

The decision, with reasons, should be sent out with the order in the first place.

(WELSO, UTO-ER, LCHIC, HMLCS, WECARP, WRCLS)

A written explanation of the reasons for a rent control decision should be supplied on request, at no charge.

(ERTAC)

Decision-makers must continue to supply a written explanation for every rent control decision increase issued.

(CARP, WELSO, UTO-ER, LCHIC, HMLCS,
RCLC, KAN, LAW, CLSNS)

There is concern that written reasons will only be supplied on request.

(FMTA, WSCLS)

Negotiating Above-Guideline Increases

Landlords and tenants will be able to negotiate above-guideline increases up to the level of the cap; for example, if the tenant volunteers to pay for a capital improvement or a new service.

Support is expressed for this provision. The negotiated rent should form the basis of a new maximum rent.

(BCRAO, LHBA, NH, PMRC, PDLA)

Above-guideline increases should be possible on the basis of comparable rents within a building and externally.

(HHHBA)

The voluntary nature of any agreements entered into by tenants to pay for a capital improvement or a new service must be put in writing to ensure no undue harassment or pressure has been put on the tenant.

(CARP, WECARP, HCLS)

There should be a provision to deal with shoddy workmanship on such negotiated capital improvements. How will renovation vs. needed repair be defined?

(UTO, WSCLS)

Tenants will continue paying for repairs after repairs and interest payments are paid off.

(FMTA, OCSCO, WELSO, UTO-ER,
LCHIC, HMLCS, RCLC, WSCLS)

We believe that some tenants will be forced to accept additional services. It is crucial that an adequate and accessible appeal system be put in place.

(AL)

This provision is overly generous for the landlord. Landlords and tenants do not have equal power.

(CFSO, OCSCO, WELSO, UTO-ER, LCHIC, RCLC,
BPWCO, LAW, CAWCDG, ETA, Taylor, WRHC,
TETA, NLSLMH, HMLCS, ELUCOC, Werner, TVP)

When a landlord applies for an above-guideline increase, there should be an accounting of the use of the guideline component for capital improvements.

(DCLS)

Negotiated rents should not be restricted. A "cooling off" period should be permitted.

(ODCL, MDSA, LPMA)

These increases should not be permitted for cosmetic improvements or for any other reason.

(WELSO, UTO-ER, LCHIC, HMLCS, RCLC)

It is unclear whether this proposal is limited to those situations involving a capital improvement. This uncertainty increases incentives for the harassment of tenants.

(SCLC)

Consideration should be given to a procedure for tenants to immediately pay an above-guideline increase with the requested increase being held in a trust account or in trust by the Ministry.

(UC)

If you are going to bring in such a provision, why not just lift the rent review program and let the market rents follow through? We do not support arbitrarily negotiating a change in rent, as it may be unfair to the new tenant who does not want to voluntarily agree to pay for capital improvements.

(AON)

Rent Registry Elimination

The Rent Registry will be eliminated and maximum rent will no longer be calculated, simplifying administration and saving taxpayers money. Maximum rents will be frozen. Landlord's rights to raise rents to the maximum will be removed when the unit first becomes vacant.

This measure to reduce administrative burden on landlords is supported.

(OREA)

Without the Registry, it will be much more difficult to monitor the activities of landlords and the impact of future legislation on renters. If it were to remain open, tenants and housing activists would know if rent increases resulting from these proposed changes were within the estimated 10%.

(TBES, SCTA)

If the Rent Registry is eliminated, will a tenant's right to make an application regarding illegal rent increases and illegal charges have any value? Saving taxpayers' money is a very shallow justification for this proposal.

(STPTA)

The elimination of the Rent Registry would be a tremendous loss to landlords and tenants alike. The proposed changes imply rents in a three-tiered system. Without the Registry, how will a tenant know in what category a unit belongs?

(DCLS)

The Rent Registry should continue to be available to all tenants.

(NTTN, HPTA, CARP, TAG, HHC, MTLs, FCLS, JSTA, STA, WSCLS, WELSO, UTO-ER, LCHIC, Hollingsworth, RYGTA, RCLC, ORTA, Krall, LAW, WECARP, HMLCS, BPWCO, HACTA, TVO, UCO)

The Rent Registry should be retained. It provides a new tenant with information about the history of their unit and protects against discrimination.

(Cullen, AL, HMLCS, HCLS, HHCHW)

Considerable time, money and resources were used to establish the Rent Registry. It is an effective accountability measure. If tenants are expected to prove they have sufficient income to pay the rent, why should landlords object to proving their established rents are fair?

(VIP)

Oppose this measure since the Rent Registry provides information on maximum legal rent.

(Adamson, Dave, FMTA, Hall, Tabuns, Gardner, OCSCO, McConnell, Seiler, MNSJ, WELSO, UTO-ER, LCHIC, LWHTA, BADC, LCMTYR, TBDLC, WSCLS, ORMA, RCLC, CTTC, OSG, WRCLS, ETA, NLSLMH, Mathysen, Armstrong, Winninger, HMLCS, WRCLS, WAWG, SHACH)

The Rent Registry should not be eliminated. It should fall under municipal jurisdiction.

(ERTAC)

The Rent Registry should send a note to all tenants informing them of what their legal rent is.

(BACW)

The existing Rent Registry under the *Rent Control Act, 1992* should be continued. If the Rent Registry is discontinued, it must be replaced by a new registry of care homes which permits fire department officials and others to identify care homes.

(ACE, WSCLS)

The Rent Registry should be retained, along with annual increases of up to 10%.

(SPLA)

The Rent Registry has been ineffective since its creation and we support its termination.

(EGRR, Porter)

A rental ombudsman could be a replacement for the Rent Registry.

(AON)

Elimination of the Rent Registry and maximum legal rents will effectively cap the units held below market value at their new rental amount.

(MPM)

We support a cap on increases in maximum rents.

(RYGTA)

We support elimination of maximum legal rent.

(FOCTA)

The system of legal maximum rents should be retained. The onus should be on the landlord to prove maximum rent without the rent registry.

(RSM, Fuerth, Danzig, SPLA, LHBA, GHVD, OMHA, LPMA, OOP, Brownlee, KDL)

The concept of maximum rent should be maintained to allow landlords in high vacancy areas the opportunity, some time in the future, to catch up on previous rent increases not taken.

(EML, Miller, NG, LHBA, LPMA, EOLO, Dickie, UC)

Maximum rents should be continued if rent controls are to continue. A great deal of money was put into the creation of the Rent Registry. The information it collects is easily updated in areas outside of Toronto.

(AON)

The concept of legal maximum rent should be maintained. The Rent Registry should be discontinued and copies of the last registry notice mailed to landlords. From that point onward, the onus will be on the landlord to prove the legal rent to which he is entitled based on the previous highest legal rent from an Order or Rent Registry notice for the unit, plus the annual allowable guideline increases. When the rent charged exceeds the legal maximum rent, the higher rent becomes the new maximum.

(FRP, CMHP, UDI, Minto, RHSA, MPM, HHHBA)

When a unit is turned over to a new tenant, the maximum rent should be the higher of the rent paid by new tenant or the previous maximum rent.

(LPMA)

The maximum rent concept is more acceptable than the decontrol proposal.

(RGC)

The proposed decontrol without legal maximum rent is worse than the present legislation.

(UC)

Maximum rents should be retained and continue to increase by the guideline. The Rent Registry would not be needed.

(ODCL)

Where maximum rent cannot be easily established, section 10 and the relevant regulations under the *Rent Control Act* provide a method for determining maximum rents and should be adopted with necessary modifications.

(UDI, Minto)

Maximum legal rent (MLR) ought to be preserved. At one time the government accepted that rent as proper - and necessary to cover costs. Techniques such as “discounts” from MLR should be accommodated.

(BLHL, TBHBA)

OTHER ISSUES FOR DISCUSSION

Capital Allowance Calculations

How should the allowance for capital expenditures be calculated.

This allowance should be calculated at the landlord's cost of borrowing amortized over the useful life of the improvement added to the guideline increase.

(ODCL)

The allowance should be based on the amortized cost of each item over its useful life, as is the case now. The amortization periods must be realistic. The interest rate used must reflect the cost of borrowing: the five year mortgage rate plus 2%.

(EOLO, UC)

We hope that the criteria for the allowance of capital expenditures include the present disallowance of costs related to a landlord's ongoing failure to repair and the need for the expenditure in relation to the integrity of the building.

(DCLS)

Capital Expenditure Eligibility Test

Should there be an eligibility test for capital expenditures?

There should be an eligibility test and a fair formula for the allowance of these expenditures. (See the UTO-NC brief for an itemized list of points to be included in a new rental system.)

(UTO-NC, FCLS, TVP)

There should not be an eligibility test for capital expenditures.

(CARP, ODLIC, EOLO, UC)

Landlords should be accountable for the 2% capital expenditure allowance before they can apply for the above-guideline increase in capital expenditures.

(WELSO, UTO-ER, LCHIC, HMLCS, RCLC)

Allowances for capital expenditures should only be available for expenditures for renovations which are considered necessary for general maintenance.

Improvements which are not necessary should not be subsidized unless a majority of tenants want to agree to an increase to cover their installation.

(SDGLC)

Reductions for Cause Calculations

How should reductions for inadequate maintenance and withdrawal of services be calculated? What should the time limitations be?

Reductions for inadequate maintenance and withdrawal of services should be based on the length of time between the documented complaint by the tenant to the landlord (or the Ministry of Housing or its representative) and compliance by the landlord, if merited.

(CARP, WECARP)

Rebates and abatement for rent should be retroactive through the entire period of the problem.

(WELSO, UTO-ER, LCHIC, HMLCS, RCLC)

Extraordinary Operating Cost Calculations

How should extraordinary operating cost increases and decreases be calculated?

Extraordinary operating cost increases and decreases should be calculated in the same way they are now, except that they should not be capped.

(EOLO, UC)

MAINTENANCE

The proposed changes found on page 4 of the discussion paper should be enforced by the municipality, not the province.

(ERTAC)

No mention is made of who will pay if an investigation does not uncover a violation.

(HPTA)

Full redress should be available to tenants for breach of a landlord's obligation to maintain and repair premises.

(WELSO, LCHIC, HMLCS, UTO-ER, RCLC)

We urge the Ministry of Municipal Affairs and Housing to do three things: first, make tenant fire safety a key component of new tenant protection legislation; second, impose a duty on landlords within the new tenant legislation to meet the requirements of the *Fire Code*; and, third, impose more stringent penalties on *Fire Code* violators through new tenant legislation.

(GSHL)

Costs for repairs and maintenance required by law should not be passed on to tenants.

(QSPC)

The current maintenance enforcement system is flawed because it does not distinguish with respect to the severity of a problem. The problem is that most municipal property standard bylaws are written in absolutes. Without a test of severity in the proposed changes, all deficiencies will be made offences.

(CCP)

The proposed legislative changes will not encourage landlords to keep up their properties. Other mechanisms should be put in place.

(Haddad)

The proposed changes do not promote communication and goodwill between landlords, tenants and governments.

(KDI)

The proposals do not contain any incentives for landlords to complete the required maintenance on their buildings. We believe that local property standard officers, if they were consulted, would say that the current system is operating satisfactorily.

(RGC)

It is to be hoped that new legislation will contain maintenance enforcement mechanisms similar to those presently found in section 94 of the LTA and section 25 of the RCA. (See the brief for further details.)

(CLCNS)

The following changes, stipulated in the Consultation Paper, will help property standards officers enforce proper maintenance of all buildings.

Property Standard Violations

The violation of a property standard will be made an offence. Currently, owners cannot be charged simply for violating a property standard, only for refusing to comply with a work order. This change would mean that owners of sub-standard properties could be charged or ticketed on the spot. Officers will now be able to obtain a search warrant where entry into a dwelling is refused but there is reason to believe sub-standard conditions exist. Currently, warrants can only be issued to investigate non-compliance with a work order.

We fully support the changes making violations of property standards an offence and expanding search warrant powers.

(VIP, AL)

Making the violation of property standards an offence is not sufficient if property standards officers are not required to lay charges or, more importantly, they may lack the resources and funds to do so.

(KALC)

There can be no equity under the law unless property standard officers are also given authority to enforce the same proposed powers and measures against offending tenants.

(UDI, Minto)

The proposal to make a property standard violation an offence should be extended to all real estate.

(Smar)

Notice to a landlord and an opportunity to do the work should be preconditions to charging. Maintaining maximum legal rent (MLR) and a more generous limit on increases for capital expenditures solve the problem by making the situation bankable. If the work needs to be done, it needs to be paid for and enhances the value to the tenant of the accommodation.

(BLHL)

There should not be any penalty unless a landlord has received a work order and failed to comply.

(EOLO, UC)

In the interests of promoting good maintenance, property owners must be given proper notice in writing of maintenance requirements and adequate opportunity to rectify the situation. Government policy should recognize the importance of communication between tenants, landlords and property standards officers. If there is a need to expedite the property standards enforcement process, do so by foregoing the notice of violation stage, where warranted.

(FRP, CMHP, RHSA, UDI, Minto, MPM)

Since property owners are responsible for in-suite standards, the legislation must also provide landlords with the statutory right to inspect units with 24 hours notice in order to be aware of and able to address potential problems.

(FRP, CMHP, RHSA, UDI, Minto, MPM)

Making a violation of a property standard an immediate offence flies in the face of natural justice.

(Miller)

Basement suites should be included in the regulatory framework to ensure that they are safe and well-maintained.

(CFSO)

No work orders should be issued until tenants can demonstrate they have requested repairs from their landlords.

(ODCL)

If the government's intent was to speed up the compliance process and ensure that health and safety matters were promptly addressed, I do not believe that this goal has been achieved by either issuing tickets or laying charges. Both can be appealed and cause further delays in resolving the problem.

(SPAR)

Notice of Violation Eliminated

The requirement that a notice of violation be issued prior to a work order will be removed. Removing this step would allow work orders to be issued requiring that a property be repaired as soon as a problem is identified. An informal warning could still be given prior to issuing a work order.

There should be no reason to notify the landlord if tenants initiate an inspection and a work order must be issued and/or charges laid. If the tenant had to initiate the inspection, the landlord has likely already been advised and done nothing. That is why the tenant had to call for the inspection in the first place.

(ORTA)

When an in-suite deficiency is reported by a tenant causing a notice of violation to be issued, a copy of the notice should be given to both landlord and tenant and a determination be made as to who was responsible and which party is to rectify the violation. If the property standards officer is unable to make such a determination then the landlord will be given the responsibility of clearing the notice of violation. However, such notices shall clearly state that no determination as to responsibility has been made.

(UDI, Minto)

If a notice of violation is to become an optional stage in the property standards enforcement process, there must be clear criteria under which this option may be exercised. For example, there should be proof from a tenant that a landlord has received written notice. Sufficient time to remedy a problem may be an acceptable

substitute for the notice step. However, if there is any indication of tampering or malicious damage, a notice with reasonable time should still be issued.

(FRP, Minto, CMHP, JCC, RHSA, MPM)

The present process of notification should be retained.

(CML, Danzig, Fuerth, SPLA, HHHBA)

We strongly support the principle of landlord notification where a tenant has initiated inspections relative to property standard violation. It will allow the landlord the opportunity to correct the problem.

(UDI-RGI)

Informal warnings should not be allowed. They could lead to pressure on inspectors to make selective application of the standards.

(VIP)

Notice Requirements

Notice requirements placed on property standards officers will be streamlined. Officers could decide who, in addition to the owner, should receive a work order. For example, it may not be necessary to notify a mortgage holder in a case involving unkept grass. Currently, anyone who is registered on title must be notified.

A copy of any notice, report, or order should also be served on all affected tenants.

(WELSO, LCHIC, HMLCS, UTO-ER, RCLC)

Property owners must be given proper notice in writing of maintenance requirements and deficiencies.

(JCC, MDSA, WECARP)

There should be notification of the community owner as well as the individual home owner in mobile home parks.

(OMHA, HHHBA)

Empowering Property Standards Officers

Property standards officers will be given more powers, including the authority to have a property inspected by a qualified expert (e.g., a structural engineer) when an owner does not provide sufficient information.

There should be a mandatory requirement that each municipality have and duly enforce a minimum property standard.

(WELSO, LCHIC, HMLCS, UTO-ER, RCLC, HCLS)

Criteria for a property standards officer to commission an expert report should be clarified. A report may be commissioned after conviction for an offence, or if a work order is outstanding for a specific period of time (12 months, after appeals have been exhausted).

(FRP, CMHP, JCC, RHSA, UDI, Minto, MPM)

If the landlord does not agree with the property standards officer's engineer's report, there should be recourse to an appeal level.

(JCC)

With municipal budget cuts it is unlikely that there will be adequate municipal resources for enforcement.

(CFSO, Eglinton 707/717, HMLCS, MTLs, GHSAC, DCLS, SHACH, WELSO, LCHIC, UTO-ER, TBDLC, KAN, SHCGP, RCLC, HHCHW, HACTA, Krall, LAW, SCTA, NLSLMH, ELUCOC, FOCTA, TBACHC, CLSNS)

Maintenance will only be improved if municipal councils are willing to devote more resources to inspection and enforcement. Dedicated funds should be offered to hire inspectors.

(FMTA, TAG, WSCLS, WELSO, LCHIC, UTO-ER, RCLC, ETA, WRCLS, HMLCS, LSPC, Johns)

By requiring the tenant to co-operate with the landlord in complying with by-laws, municipal property standards enforcement could assist landlords in enforcing standards of (in-suite) cleanliness.

(JCC)

Property standards officers must be cognizant that some “inadequate maintenance” may be due to the actions of tenants. Landlords should have recourse to compensation if a tenant does not take care of the unit.

(OREA, WECARP)

Property standards officers should have the same proposed powers and measures to deal with offending land lease tenants as they do to deal with landlords. It needs to be recognized that tenants have a responsibility to maintain their unit or building to appropriate property standards.

(UDI-RGI)

Fine Increases

Maximum fines will be increased. Maximums for individuals would be \$25,000 for a first offence and \$50,000 for subsequent offences. For corporations, these maximums would be \$50,000 for a first offence and \$100,000 for subsequent offences.

Without a requirement for stiff minimum fines, any penalty will just be another cost of doing business in Ontario.

(ACLC, HHCHW, HACTA, HHCHW)

To be effective, fines must be routinely imposed and significant in amount.

(LCHIC, UTO-ER, HMLCS, Armstrong, CLSNS)

We support maximum fines, but minimum fines are required as well.

(STA)

Increases in fines are only effective if enforced. We are unable to find any case law that shows that the current fines have been enforced to the maximum.

(ERTAC, HRCS, UCO)

Heavy fines on landlords found guilty of not meeting legal maintenance standards are supported.

(Hall, OCSCO, McConnell, OWN, UCO, UTO-ER)

Fines are a preferred route as compared to rent reductions which reduce the income stream.

(JCC, CML)

We agree that in some instances it would be very appropriate to increase fines for deliberately negligent (usually, absent) landlords.

(SCCP)

Ensure that landlords who are found in non-compliance are fined and/or have necessary repairs added to the municipal taxes for the building. Moreover, prohibit these landlords from passing on these costs to tenants in the building involved, or any other properties they might own.

(ORTA)

Most of the rental properties in Ontario have fewer than 10 units. A \$25,000 fine would be catastrophic for a small owner. Property standard infractions are not always the landlord's fault.

(UC)

The fines proposed for a minor violation of a property standard committed by a tenant and unknown to the landlord is sheer stupidity.

(Smar)

Provincial Court Jurisdiction

Provincial courts will be given the power to issue prohibition orders. These orders can prohibit a landlord convicted of a property standards offence from repeating the offence. Non-compliance with orders can lead to additional fines or imprisonment. This will streamline enforcement by enabling municipalities to apply for a prohibition order at the same time that an individual or corporation is convicted.

Full rights of appeal to the courts must be assured.

(ODCL, Zarnett)

This proposal does not make sense.

(Smar)

Municipal Cost Recovery

A municipality's ability to recover costs will be improved. Currently, municipalities may experience difficulty in recovering from owners the costs of doing remedial work (e.g. emergency repairs) or of conducting inspections or properties. This change would make the recovery of the monies owed more certain by treating them as municipal taxes or allowing the municipality to place a priority lien on the property involved.

Permitting municipalities to recover the costs of remedial work as taxes is absolutely necessary. However, any additional requirements of inspectors and municipalities must be accompanied by the financial resources to increase staff. If the resources are not forthcoming, the process will fail due to backlog.

(VIP)

Orders Prohibiting Rent Increases

With the proposed changes, property standards officers will have a much greater ability to make sure standards are met and that penalties given to serious violators are both more significant and more immediate. The province will no longer duplicate municipal enforcement in this area and will no longer issue Orders Prohibiting Rent Increases (OPRIs), which are not compatible with the new tenant-protection system.

Support is expressed for the elimination of duplication of penalties and process for building deficiencies.

(GR)

We support the elimination of OPRIs.

(UDI, Minto)

The province should keep the minimum provincial property standards.

(WELSO, LCHIC, HMLCS, UTO-ER, CLSNS, RCLC)

These orders have been the City of Toronto's most effective tool in gaining timely compliance from landlords for property standards violations. With their elimination, rents can be increased even when there are outstanding work orders on a building.

(Walker)

By getting rid of OPRIs, the province is abandoning its role in maintenance enforcement. Tenants need the province to be actively involved in ensuring that buildings are properly maintained.

(MTLS, WSCLS)

OPRIs for all buildings should be issued immediately. Landlords should be told that they have two years to bring the buildings up to standard and that the OPRIs will be reviewed at that time.

(ORTA)

The proposal to place property-standard enforcement entirely in the hands of municipalities is bad news. Since funding to municipalities has been reduced by the province, the inspection situation, already poor in many areas, can only get worse.

(JGATA, UTO-NC, SDSJC, HRCS, UCO, STTA)

Municipalities should be required to standardize their by-laws to provide the same kind of specificity and coverage that the provincial maintenance standard does. (For more detail on enforcement and prosecution of offences, please see the submission.)

(WSCLS)

Opposition is expressed to the removal of this potent weapon against inadequate maintenance.

(CFSO, TAG, Tabuns, Hall, McConnell, MT, Eglinton 707/717, MLC, FCLS, WELSO, LCHIC, CLSNS, HCLS, UTO-ER, LWHTA, LCMTYR, STA, WSCLS, HMLCS, Hollingsworth, DCLS, LCHIC, UTO-ER, ETA, WRCLS, NLSLMH, SHACH, LSPC, LAW, Krall, ACLC, RCLC, Winninger, FOCTA, HHCHW, HACTA)

Concern is expressed regarding the elimination of the provincial role in property standards.

(MT)

Unorganized territories

The province will continue to have maintenance standards for rental buildings in unorganized territories and in municipalities without property standards by-laws. The province will continue to enforce these standards and will issue work orders directly, recovering costs from these municipalities.

The proposals do not state that the province will continue to have minimum provincial standards. Does this mean that as long as municipalities have a property standards by-law, regardless of its substance, the provincial government will not interfere?

(FCLS)

Municipalities and townships must have sufficient budgets allocated to by-law enforcement of property standards.

(MLC)

One wonders whether municipalities will be able to find the financial resources required to adequately deal with the expanded inspection responsibilities given to them through the government's tenant protection package. Municipalities need more resources.

(FCLS, STA, YRCSJ)

Allowing municipalities to add the costs of emergency repairs to the owner's tax bill is a good idea if it can be guaranteed that the tenant would not end up paying for it in a rent increase.

(FCLS)

OTHER ISSUES FOR DISCUSSION

Provincial Intervention

Should the province have the power to inspect for compliance with standards where a municipality has a property standards by-law, but does not enforce it?

The province must have the power to inspect for compliance with standards where municipalities have the appropriate by-laws but do not enforce them.

(ORTA)

A property standard system should be controlled by provincial legislation.

(WELSO, LCHIC, HMLCS UTO-ER, RCLC,
LAW, WRCLS, TVP, NLSLMH, AL)

A uniform provincial property standard with appropriate local inspection support is essential.

(TAG, WSCLS, ELUCOC)

The province establishes property standards and municipalities are responsible for enforcing them. However, the province should have the power to enforce a property standard by-law if a municipality is unable to enforce it.

(ERTAC, UTO-NC)

If a municipality does not enforce its property standards by-laws, the province should have the power of inspection for compliance. It should also be able to publicize its action and the reason for it.

(CARP, WECARP, NLSLMH)

The mere existence of property standards does not ensure that residential premises will be properly maintained. There must be consistent enforcement of these standards across the province. If the province were to have the power to investigate, even residents of less efficient municipalities could count on proper maintenance.

(SDGLC)

Owner Notification

Should there be a requirement that owners be notified in the event of a tenant-initiated inspection, prior to a work order being issued or charges being laid, so that owners have a chance to fix the problem?

Yes, there should be such a requirement. The goal is to get the problem fixed, not go on a witch-hunt.

(Thomson, Brownlee)

Owner notification will benefit relations between landlords and tenants.

(STPTA, LPMA, NH, CCOC)

Landlords should be informed of tenant-initiated inspections, but the confidentiality of the tenant(s) who requested the inspection must be maintained. There is no need to inform mortgage-holders of any actions taken against the landlord.

(CARP, WECARP)

Support owner notification for tenant-initiated inspection and also for tenant notification for owner-initiated inspection, so that the owner or tenant can fix the problem.

(CMHA, CMHP)

Tenants must inform landlords of any deficiencies they are experiencing and allow the landlord reasonable time to rectify the problem before the municipality is called in to inspect the property. Current rent control legislation recognizes the need for landlords to be advised of in-suite deficiencies and given the opportunity to rectify the problem before rent reductions are imposed.

(SPAR, UDI, Minto, Smar)

Landlords must be informed in writing of requests to maintain and proof must be shown of delivery before any order is issued.

(JCC, MDSA, OREA)

Property standard officers should require proof that a tenant has informed a landlord of a perceived violation before an inspection is carried out. The same proof should be required prior to proceeding with a rent reduction application.

(ORLA)

Tenants should provide property owners with notice of deficiencies to allow an adequate period for the situation to be rectified.

(JCC, HHBA)

Copies of all notices and orders should be sent to the tenants involved.

(WELSO, LCHIC, HMLCS, UTO-ER, RCLC, WRCLS)

This proposal will not be particularly helpful and has the potential to interfere with or delay the inspection process. A tenant must not be discouraged from requesting an inspection. The owner, however, must be advised prior to a work

order being issued or charges being laid. A record of this process should be kept. There should also be strict time delays for owners to make the necessary repairs.

(SDGLC)

This provision is a waste of time and will do nothing to improve the situation.

(TAG, WELSO, LCHIC, HMLCS, UTO-ER, WSCLS, RCLC)

Landlords should not be notified in the event of a tenant-initiated inspection. They should have already known there was a problem through written communication from the tenant.

(UTO-NC)

Owner notification would leave a tenant open to harassment. Inspectors should have the right to view a property in its “normal” condition rather than cleaned up and cosmetically repaired.

(TVP)

Additional Enforcement

Are there any other measures that could improve municipal property standards enforcement?

Tenants should be given the right to demand that municipalities make inspections of wiring and other safety features in deteriorating buildings. Under the present system, tenants are advised that the landlord must request inspections.

(Cooper)

Municipalities should be required to keep general statistics on their by-law enforcement records. These records should be periodically (and possibly publicly) compared with other regions so that all municipalities are kept accountable for their enforcement efforts or lack thereof.

(SDGLC)

The enforcement of property standards could be improved with adherence to a strict time limit.

(ERTAC)

The City of Toronto should be given authority for establishing and enforcing operating performance standards for elevators in residential buildings.

(Hall, McConnell)

Local health departments should conduct inspections under the *Health Protection and Promotion Act*, re vermin.

(TAG, WSCLS)

When a tenant has caused damage willfully or through neglect, a property standards officer should have the authority to issue an order against the occupant rather than the owner.

(EOLO, UC)

There should be provision for municipalities to do the necessary work and add the cost to property taxes.

(Miller)

THE *LANDLORD AND TENANT ACT (LTA)*

Support is expressed for the government's intention to leave in place Part IV of this Act.

(MT)

The streamlining of this legislation is supported.

(Peel)

Part IV of this Act should be left as is and not amended at this time.

(TAG, WSCLS, Winninger)

The Act does not need to be amended at this time.

(TAG, Eglinton 707/717, WSCLS, Walsh)

Prohibition against being able to contract out of provisions/protections of the LTA must continue.

(RYGTA)

The recommendations of the *Region of Peel Position on Streamlining the Landlord and Tenant Act*, May 10, 1996, as endorsed by FRP, should be implemented, including but not limited to those governing the rental arrears procedure, set asides, discretionary powers, costs for default judgments, creation of a tenancy, payment in of amounts in dispute and the standard for interference with reasonable enjoyment.

(FRP, CMHP, RHSA, UDI, Minto, MPM)

We would like to have visible legislation before us.

(WELSO, LCHIC, HMLCS, UTO-ER, WSCLS, RCLC)

Thoughtful, not radical, modifications to the existing legislation and processes will best protect tenants rights and due process of law.

(Peel)

We appreciate the commitment to those aspects of the current legislation which continue to protect the rights of both landlords and tenants. We support the

changes to the Act, especially the establishment of an enforcement unit, the increase in fines and fast-tracking applications for relief of harassment.

(CMHA-TB)

The vagueness of this section is worrisome.

(Eglinton 707/717)

The shortcomings of the LTA are more of a disincentive to investment in rental housing construction than the RCA.

(Thomson)

We support confirmation that “short-term accommodation provided as emergency shelter” continue to be defined as not being “a residential premises”.

(HF)

According to the consultation paper, many requirements of the current legislation work well - and will remain unchanged. These include:

Grounds for Eviction

Grounds for eviction (except for unauthorized sublets as noted below).

The right to dispute evictions must be maintained so that an adjudicator can take the particular circumstances of each case into consideration in determining whether a tenant should be evicted.

(KALC)

We recommend that no landlord’s application for eviction be considered until the tenant’s application for an abatement of rent due to lack of maintenance or decreases in services or operating costs has been determined.

(MLCS)

It should be clarified that a corporate landlord cannot evict a tenant from a unit for one’s “own use.”

(TAG, WSCLS)

The Act should be amended in section 107(1)(b) to state that a landlord may proceed notwithstanding the disposition of any criminal charges relating to the matter.

(Peel, ACT)

The Act should be amended to broaden the responsibility of tenants to deem them responsible for the illegal acts of their guests.

(Peel)

A landlord should be able to take action to evict whenever the interference to the reasonable enjoyment of other tenants is sufficiently objectionable to provide grounds for eviction.

(Peel)

Grounds for the eviction of tenants should be limited to those set out in the current LTA. The rights of tenants to dispute evictions should be maintained.

(RYGTA)

Notice Periods: Tenancy Termination.

Notice periods for termination of tenancy.

Emergency evictions for tenants who are a clear and imminent danger to others or the property are necessary for the protection of other tenants and the property. Landlords now have to bribe dangerous tenants to leave, and dare not risk the consequences of starting legal proceedings without being able to remove them.

(BLHL)

The Act (section 113) should be amended to: clarify that "brings an application" means "file with the court"; and clarify that the 30-day limit only applies to the cases of early termination listed under sections 107 and 110.

(Peel)

Section 105 should be amended to include a 60-day notice of eviction for a change in use as a result of a municipal order, i.e. eviction for contravention of a municipal by-law.

(Peel)

The Act should be amended so that the effective date on the Notice of Termination for early termination by landlord for cause should be changed from 20 to 10 days. The Notice of Eviction Form 4 for non-payment of rent should be changed to provide seven instead of 14 days for the tenant in arrears to pay all monies owed. The termination date should allow the landlord to proceed after 10 instead of 20 days.

(Peel)

The Act should be amended to enable the landlord to apply for termination of the tenancy at any time on any approved grounds, except where the cause is the desire of the landlord/landlord's family to occupy the rental premises.

(Peel)

Undertakings by purchasers should be required where notice of termination is sought by an owner for a purchaser's personal occupation of the premises.

(MLC)

The eviction process takes too long.

(Thomson, Haddad)

The overall process for terminating a tenancy agreement should be streamlined and shortened.

(LSHC, UC)

A landlord should be allowed to apply to the courts for an order for possession after he has given the 60-day notice for possession.

(PDLA)

The eviction process should be changed to allow an earlier eviction. The present process can take two to three months and is very costly for the landlord. Form 4 should be given to the tenant on the first day the rent is overdue. They should respond within one week. If they are unable to pay or correct the situation, all parties should have a hearing within seven days. A tribunal could hear the case. Costs for either party should be very minimal - \$25 to \$50 maximum.

(HR-SL)

To limit the notice of termination, we suggest three days for a weekly rental unit and 10 days for a monthly rental unit.

(Kabidis)

Security Deposit

Prohibition against taking security deposits except for last month's rent.

Unlawful charges such as premiums, fees, commissions, and key deposits should continue to be covered in new legislation. Sublet fees to a maximum of \$50, inclusive of all costs, should be allowed.

(UTO-NC)

Any payment in the nature of a deposit for damages, keys or for any other purpose must continue to be prohibited.

(WELSO, LCHIC, HMLCS, WSCLS, RCLC)

All deposits other than last month's rent should be illegal.

(MLC, WELSO, LCHIC, HMLCS, RCLC, NLSLMH, CLSNS)

The Act should be amended to allow a maximum key/card deposit of \$100, refundable in full when the keys/electronic cards are turned in on vacant possession.

(Peel)

Landlords should be permitted to accept refundable deposits for keys, access cards, and opening devices.

(Danzig)

The current amount permitted for security deposits under the Act is not a problem. However, prepaid rent should clearly be shown as not being a security deposit. At the sole discretion of the tenant, prepaid rent should be permitted. This would open the door to new concepts in residential rents and the marketing of them.

(UDI-RGI)

A nominal security deposit of \$300 would encourage a tenant to leave a unit in a clean and respectable manner.

(AON)

A tenant's deposit should be returned to them upon vacating, rather than using it for last month's rent. This will ensure the existing tenant vacates on time (leaving a habitably clean and empty apartment) for the next tenant.

(Thomson, Kabidis)

Seizing Tenant's Property

Prohibition against seizing tenant's property for arrears of rent.

Maintenance of Rented Premises

Landlord's duty to maintain rented premises.

Right to Privacy

Tenants' right to privacy.

If the landlord is to be allowed to enter a unit to show a prospective tenant, we feel that reasonable notice should be given. At the very least, a phone call to the tenant to ensure that the tenant will not be inconvenienced any more than necessary should be required. The consequences for non-compliance of the privacy section should be made significant for both the landlord and violator (i.e. superintendent).

(ORTA)

Privacy rights should be strictly enforced, and entry rights by landlords or their agents be strictly limited.

(MLC, TETA, Taylor)

These rights should remain as they are.

(WEBLC)

The consultation paper notes that several changes have been proposed to the Act that will address gaps or inequities in the current legislation. Other changes are required to give full effect to proposed new policies. These involve:

Sublets and Assignment of Lease

The proposals are supported.

(LSHC, UC, HHHBA)

The rights of sub-tenants must be clarified.

(TAG, WSCLS, WPIRG)

Since we do not support vacancy decontrol, we do not support the proposed changes to sublets and assignment of lease.

(ERTAC)

The proposed decontrols provide landlords with more than sufficient opportunity to increase rents. Considering the importance of the current subletting arrangements to many young renters, the added opportunity to increase is unnecessary. Termination of the arrangement will be a severe blow to these renters.

(ONDY)

The new legislation should give landlords the ability to treat a sublet and transfer as a new tenancy under the vacancy decontrol measures and to adjust the rent to market accordingly.

(UDI, Minto, ONHA, NH)

Tenants should be allowed to sublet or assign only with the landlord's permission, which can be withheld for reasonable cause including to establish a new rent. Unauthorized occupants who have sublet from a tenant without permission of the landlord will not be tenants and can be evicted by the landlord or, at the landlord's discretion, accepted as new tenants at a new rent.

(FRP, CMHP, RHSA, UDI, Minto, MPM)

We believe this sublet/assignment provision is necessary as it creates an opportunity for sites to reach market rents on the move-out of the present tenant. Furthermore, it ensures that the new tenant is subject to all other obligations outlined in the original lease.

(UDI-RGI)

“Sublet” and “assignment” are two distinct concepts and clarity is required in the TPP.

(WELSO, LCHIC, HMLCS, UTO-ER, TAG, WSCLS,
MLC, RCLC, LAW, WRCLS, NLSLMH, MLCS, CLSNS)

Subletting should continue in its current form and not be ground for “vacancy decontrol” of rents or surrender of the unit to the landlord.

(CFSO, WELSO, LCHIC, HMLCS, UTO-ER,
WSCLS, RCLC, LAW, Life Spin)

If the section dealing with unauthorized sublets must be kept in, at the very least, it should not be retroactive. That section should be effective the day the legislation is implemented and existing sitting ‘unauthorized sublets’ should be grandfathered.

(ORTA)

Support is expressed for this measure to enable the charging of an appropriate rent for new tenants when a unit is vacated.

(OREA)

The landlord will need to have the right to turn down assignment and subletting and move the site rent to market rent.

(OMHA, HHHBA)

These provisions should be strengthened to ensure that disputes are resolved quickly.

(CHVD)

The right to sublet for a temporary period should be unrestrained. A tenant should be able to assign the balance of the term of the tenancy.

(WELSO, LCHIC, HMLCS, UTO-ER, TAG, WSCLS,
KAN, RCLC, LAW, WEBLC, WRCLS, Life Spin)

With regard to sublets and assignments, landlords should not be permitted to make changes.

(TAG, WSCLS)

There should be a summary dispute-resolution procedure for disputes between co-tenants.

(WELSO, LCHIC, HMLCS, UTO-ER, RCLC, WRCLS, CLSNS)

The current Act precludes tenants in social housing from sub-letting. However, case law is such that this provision is sometimes difficult to enforce. The legislation should be clarified so that only the original lease signer is the tenant for rent-geared-to-income (RGI) units. This would ensure fairness to those applicants on waiting lists.

(CCOC)

To avoid the possibility that a sublease might infringe on the landlord's right to charge an appropriate rent where the sublet is not approved:

Permission

Tenants will be allowed to sublet only with the landlord's permission.

Withholding Landlord Permission for Cause

Landlords can withhold permission if they have reasonable cause.

We support this proposal. It is important to our residents that the character of their homes be preserved. It is important to us as care providers that admission criteria be maintained.

(Porter)

You must define what the reasonable causes might be.

(PDLA, AL)

This proposal does not cover those situations where it may not be a sublet but a caretaker friend.

(HPTA)

If a landlord withholds permission, the tenancy agreement should be terminated at a date set by the tenant.

(FOCTA)

Evicting Unauthorized Tenants

Landlords can apply to evict unauthorized tenants.

Abandoned Property

The landlord should be free to dispose of property left by a tenant 30 days after executing a Writ of Possession. Where a tenant returns to claim property within the 30 days, the landlord will be entitled to charge storage costs and any disbursements paid to a third party in connection with the removal and storage of the possessions.

(FRP, CMHP, RHSA, UDI, Minto, MPM)

We support a codified procedure for dealing with the chattels tenants leave behind.

(LAW)

The contents of an apartment should be declared abandoned (and therefore removable) at the same time the apartment is declared abandoned.

(Thomson)

Make the storage fees for abandoned property generic (i.e. set a per diem fee for all landlords). Make the fee schedule available for all tenants.

(ORTA)

The abandoned property provisions in the *Residential Tenancies Act, 1979* should be adopted. (See the LCHIC brief for details.)

(WELSO, LCHIC, HMLCS, UTO-ER, WSCLS, RCLC, CLSNS, MLCS)

The landlord in a mobile home park/land lease community must have the right to sell or remove an abandoned home. (See the OMHA brief for details.)

(OMHA, HHHBA)

The Act should be amended to establish that property ownership for those items left in the premises after the end of a tenancy is deemed to vest with the landlord, if items are not removed within a short period of time.

(Peel)

The lack of clarity in the definition of ‘abandoned’ causes problems that are specific to social housing providers. In a few instances, the tenants of RGI (rent-geared-to-income) units have left their units for considerable periods of time but arranged for rent payments to be made on their behalf. This can happen for

legitimate reasons; however, as providers of a scarce resource, the ability to more clearly define abandonment would ensure better use of RGI units.

(CCOC)

The current legislation is silent on a landlord's responsibility to tenants for any abandoned property left by them. This will be clarified under the new legislation as follows:

Writ of Possession for Property Disposal

When personal property is left behind and it is unclear whether or not the tenant has moved out, the landlord can obtain a writ of possession and dispose of the tenant's property after 30 days.

This proposal is of particular concern for persons who live independently but, from time to time, check themselves into facilities that provide psychiatric services, often for more than 30 days. It is also a problem for persons with developmental disabilities. Not all tenants remember, have an opportunity or are able to notify the landlord prior to leaving for 30 days. The landlord can then state that it is unclear whether or not the tenant has left and legally evict them.

(PUSH-NW)

Landlords should be able to obtain a writ of possession after 60 days.

(ERTAC)

We wonder how a writ would be obtained by a landlord if the courts are no longer involved in dealing with landlord/tenant matters.

(CCOC)

We suggest that tenants be required to remove their possessions within seven days of leaving.

(LSHC, UC)

Storage Cost Recovery

If the tenant comes back to claim the property before 30 days have elapsed, the landlord can recover storage costs.

Landlords should have the right to recover storage costs.

(ERTAC)

Tenants should not be allowed to leave excessive amounts of unwanted items after vacating the premises. Storage and removal costs result in considerable expense to the landlord.

(Cirone)

Sale of Single-Family Dwelling

Although not in the current legislation, the courts have said a landlord who sells a rented, single-family dwelling can give the tenant 60 days' notice of termination at the end of the term on behalf of the buyer when the agreement for purchase and sale is finalized. The legislation will be updated so it says this explicitly.

We agree with the proposed changes.

(ERTAC)

Where a prospective purchaser of a residential complex requires possession of a rental unit in the residential complex for personal use (as now set out in s.103 of the LTA) and where the prospective purchaser has entered into an agreement of purchase and sale of the residential complex, the vendor should be able to give the tenant notice, on behalf of prospective purchaser, to terminate the lease on 60 days' notice at the end of the term.

(FRP, CMHP, RHSA, UDI, Minto, MPM)

An undertaking from the purchaser should be served with the Notice of Termination. If the purchaser does not move into the premises, the previous tenant should have the option to move back with any losses suffered by the tenant recoverable by reduced rent. If a new tenant has moved in, the rent for the new tenancy, if higher than the previous payable, should be reduced to the former rent.

(WELSO, LCHIC, UTO-ER, WSCLS, RCLC, NLSLMH, WRCLS, CLSNS, MLCS, HMLCS)

Privacy

All tenants are entitled to privacy in their rented unit. Current provisions in the legislation are widely misunderstood and need to be clarified. The landlord will be allowed to enter the unit only:

Specific Reasons/Times

For specific reasons and only during specified periods of time (i.e. between 8 a.m. and 8 p.m.).

A landlord should be able to enter a tenant's unit only between the hours of 8 a.m. and 8 p.m. with 24 hours' notice in writing. The only exceptions should be for emergencies; when the tenant agrees at the time of entry or provides prior written authorization for the day in question; after the tenant has given notice, where the landlord needs to show the unit; and where the tenancy agreement requires the landlord to clean the unit at regular intervals. The right to enter on 24 hours' notice should apply for any time during the 8 a.m. to 8 p.m. period which falls after the 24 hours but on the specified day.

(FRP, CMHP, RHSA, UDI, Minto, MPM)

Consistency and use of specified times is preferable.

(WELSO, LCHIC, UTO-ER, WSCLS, HMLCS, RCLC, MLCS, CLSNS)

The proposals suggest that a landlord will be given a statutory right to enter on 24 hours written notice for specific reasons between 8 a.m. and 8 p.m. Surely the potential for abuse is clear and the possibility of harassment is obvious, particularly in the context of the proposed incentive to obtain vacant possession.

(KALC)

We agree that landlords should be allowed to enter the unit within specified times, with 24 hours written notice. The only exceptions should be those enumerated in the discussion paper.

(ERTAC, WECARP)

Except in true emergencies, there should be no need to enter on less than 24 hours written notice. The right of entry must be limited to situations now in the legislation.

(WELSO, LCHIC, HMLCS, UTO-ER, WSCLS, RCLC, CLSNS)

Any proposal to expand the right of entry for “specific reasons” is opposed.

(NLSLMH)

An exhaustive list of reasons for entry should be included and limited to circumstances where: 1) the tenant has given notice of termination; 2) there is consent; 3) there is an emergency; and 4) the landlord wants to effect necessary repairs. There should be an expeditious remedy through landlord and tenant court for a tenant whose landlord is breaching these provisions.

(TAG, WSCLS)

There should be a provision that allows landlords and tradesmen entry once a problem has been identified.

(Miller)

We ask that you provide further clarification. What you propose still seems to be confusing.

(LSHC, UC)

Prior Written Notice

On 24 hours' notice given in writing.

We agree with this proposal.

(Robbins)

Exceptions

These conditions apply at all times except:

Emergencies

We agree with this proposal.

(Robbins)

When tenant agrees

When tenant agrees at the time of entry

A landlord should also be exempted from giving 24 hours notice of entry when the tenant has requested work and given verbal permission to enter. If the work is

a priority item, the requirement to give written notice would lengthen the response time, causing a disservice to the tenant.

(CCOC)

After Notice Given

After the tenant has given notice of termination, when the landlord needs to show the unit to prospective tenants.

The current section on the right of landlords to enter to show the unit to prospective tenants should be clarified. This could be done by inserting a definition of “reasonable times” such as between 10 a.m. and 8 p.m.

(CCOC)

This right should be expanded to allow showing the unit when the apartment or building is for sale.

(LSHC, UC)

This proposal is supported.

(Robbins)

Where Landlord Required

Where the tenant agreement requires the landlord to clean the unit at regular intervals.

Harassment

Ensure that the harassment section does not infringe upon existing laws thereby leaving the tenant without recourse to the police if required. Can an injunction still be applied for?

(ORTA)

The proposed initiatives could be useful, but they must be part of legislation that provides full rent control protection.

(WAWG)

Enforcement Unit

An enforcement unit will be established to investigate tenant complaints of harassment.

It is unlikely that the creation of this unit will stop harassment. Given the present climate of fiscal restraint, it is unlikely that such a unit would be given the staff and resources to assist large numbers of tenants across the province. Tenants may also be afraid or feel too intimidated to utilize the service and harassment can be difficult to prove.

(ACLC, LSPC, MacIssac, NLSLMH, HMLCS, SHACH, HHCHW)

The anti-harassment measures will prove inadequate. The harassment unit should be adequately funded.

(UTO, FMTA, TCRC, EYNDPRA, Seiler, WELSO, LCHIC, UTO-ER,
LWHTA, TAG, LCMTYR, WSCLS, KAN, SHCGP, RCLC,
CAWCDG, LAW, WWIC, HMLCS, WRCLS, NLSLMH, Life Spin)

We do not expect the anti-harassment unit to be effective. Very few resources are presently allocated to the issue of tenant harassment and there is no reason to expect this will change.

(MTLS, Haddad)

The prospect of an enforcement unit is welcome. However, to be effective, such a unit needs to be accessible and properly resourced. Enforcement officers must be based in local communities in order to respond quickly and comprehensively to tenant complaints.

(SCLC, HHCHW)

We are skeptical of the level of protection that such a unit will provide. We would like the following commitments: 1) that an enforcement office will be located in Thunder Bay and 2) that low income people in this community will have better anti-harassment protection than a 1-800 number to an understaffed office in Toronto. By proposing the establishment of this unit, the government is admitting that its policy of "vacancy decontrol" will make harassment of sitting tenants inevitable.

(TBCAP, TBDLC)

The intensity and urgency of situations which involve one's home cannot be adequately addressed by a bureaucracy that takes time to process applications,

investigate problems and find a solution. These situations require prevention so that they do not occur in the first place. Tenants' rights should be protected through legislation as opposed to an enforcement unit.

(HHCHW)

Harassment needs to be defined. A landlord posting a notice of termination on a tenant's door may be accused of harassment.

(UDI, Minto)

The term harassment must be clearly defined so that tenants and owners understand what kind of behaviour is to be considered unacceptable.

(SDGLC)

Any wording must clearly state that this unit will address harassment by landlords and not that between tenants.

(CCOC)

Harassment provisions should not only protect sitting tenants against a landlord. They should be extended to include the following situations: 1) landlord harassment charges against a tenant; 2) tenant harassment charges against another tenant; and 3) landlord harassment charges against a tenant on behalf of another tenant or group of tenants.

(ORLA)

The enforcement unit should fall under the provincial court system.

(ERTAC)

The government should make clear what an anti-harassment unit is before any action is taken towards activating one.

(NTTN, WECARP)

The government should establish an enforcement unit to investigate tenant and landlord complaints of harassment and increase fines for landlords or tenants who harass.

(FRP, CMHP, MLC, RHSA, UDI, Minto, MPM)

Funding to groups such as ours would be a more cost-effective way to assist tenants than the creation of a new bureaucracy.

(HACTA)

Further clarification is required on the anti-harassment measures.

(Hall, McConnell, PACE, YRCSJ, SCCP, PCLC)

Anti-harassment provisions must be legislated as provincial offences. The enforcement agency must be the police. (See the brief for further details.)

(HCLS)

Anti-harassment provisions should apply to care homes.

(WECARP)

Strong anti-harassment measures must be rigorously enforced.

(WELSO, LCHIC, HMLCS, UTO-ER, RCLC, HCLS)

Those who lay complaints should have absolute protection during the process.

(WECARP)

Tenants should not be charged fees for enforcement unit applications.

(WECARP)

Unfortunately the anti-harassment unit has been created at the same time as the government has introduced proposals which will act as incentives to evict tenants.

(FLCS, Krall, SCTA, SPRCH)

Relief: Harassment

Tenant applications for relief of harassment will be fast-tracked.

Maximum fines: Harassment

Maximum fines for harassment will be increased to \$10,000 for individual landlords and \$50,000 for corporations.

We support the idea of fines being levied, providing they are enforced.

(ERTAC)

Sanctions for harassment must apply equally to landlords and tenants.

(UDI, Minto)

There should be cost consequences for the tenant or landlord when complaints or defences are ill-founded.

(Miller)

This proposal is not supported.

(Danzig)

Rent Reduction: Harassment

Rent reduction applications for harassment will now be allowed.

OTHER ISSUES FOR DISCUSSION**Interest on Last Month's Deposit**

When should landlords have to pay interest on the last month's rent deposit? And how much interest should they pay?

Interest on the last month's deposit should be paid at the end of a calendar year. It should be based on the average GIC interest rate for that year. Payment can be made by a cheque issued to the tenant or the equivalent can be deducted from one month's rent.

(ERTAC)

The fixed 6% rate of interest should be retained.

(WELSO, LCHIC, HMLCS, UTO-ER, MLC, WSCLS, TAG, RCLC, WRCLS, LATA, NLSLMH, CLSNS, MLCS)

Owners should only have to pay the interest on the last month's rent deposit, once the tenant moves out of the rented premises. This amount should be used to offset any rent increases which have occurred during the tenancy. They should, however, have to account for it on an annual basis, perhaps at the same time as the rent is adjusted. A new owner must assume responsibility for funds on deposit with a previous owner and should attend to this matter upon the purchase of a rental property. (See the brief for details on the rate of interest.)

(SDGLC)

The rate of interest should equal the annual guideline increase.

(EOLO, UC)

Interest should be .05% above prime at the time of deposit.

(WECARP)

Interest should be reduced to 2% or 3%.

(Danzig, Fuerth)

The last month's deposit should be returned with interest at the bank rate plus 1%, if, after a year, a tenant has proven that he/she are reliable and has demonstrated that the rent is paid on time.

(UTO-NC)

The existing provisions with respect to interest on last months' rent deposits should be maintained.

(FRP, Minto, CMHP, MLC, RHSA, UDI, MPM, ORTA)

If the tenant stays multiple years, interest should be compounded. The interest rate should be the same percent as the rent increase.

(Thomson)

The amount should be the same as the yearly rent increase.

(Ivey)

The interest rate should be reduced to bank account or short-term interest rates.

(Miller)

The amount of interest the landlord now pays the tenant on the last month's rent should be adjusted on an annual basis, in relation to the bank rate or the cost of living -- not 6% as at present.

(HR-SL, PDLA)

Fair market value interest should be paid annually to the tenant as this is his/her asset which, if the tenant is not moving out, is being used by the landlord for their own purpose.

(JSTA)

Withholding Rent / Role of Tribunal

Tenants may not withhold the rent they owe when they have a dispute with their landlord. How can this rule be enforced? What role should a tribunal play in these circumstances?

Tenants should be allowed to withhold the difference between existing rent and the new rent if there is a dispute until such time as the tribunal makes its ruling.

(ORTA)

Withholding rent is sometimes the only tool that people with low incomes have for forcing landlords to take action on units in serious disrepair. If such a move is made illegal, the government is likely forcing the marginally homeless to continue living in unsafe conditions.

(TBES, LATA, Life Spin)

Tenants should pay the current legal rent until the dispute is settled.

(ERTAC)

Tenants who are late in paying their rent should be required to pay rent in full before rent reduction applications are processed.

(ORLA)

The rent should be held by the tribunal in escrow until the dispute is settled.

(WECARP)

Tenants withholding rent should instead pay it into the court pending the court's determination. Failing this, they should forfeit the right to compensation and leave themselves open for eviction due to non-payment.

(Thomson, Miller)

The Discussion Paper is inaccurate when it states that tenants may not withhold rent. The rent withheld must be proportionate to the landlord's breach and either party may go to court to have the issues determined. Contractual remedies of abatement of rent should be available to tenants for landlord breaches of covenants or statutory obligations.

(WELSO, LCHIC, HMLCS, UTO-ER, TAG,
WSCLS, NLSLMH, Life Spin, WRCLS)

The *Tagwerker and Zaidan Realty* case should be codified to recognize that repair and maintenance is a fundamental covenant of the landlord. (See the TAG brief for details.) The remedy of rent abatement to compensate for disrepair is an integral aspect of any obligation to maintain.

(TAG, WSCLS)

The right to withhold rent in cases of non-repair should be strengthened.

(KAN)

It should be permissible to withhold rent, but only under the following circumstances: the rent is paid into the tribunal until the matter is resolved or there is a determination that the rent is being withheld for a frivolous reason which has nothing to do with the maintenance of the rented premises. In the latter circumstance, the tenant should be required to pay costs.

(SDGLC)

Rent arrears must be paid to the court if there is a dispute.

(HHHBA)

Remedies For Harassment

Are there any other remedies which could be granted on a tenant application dealing with harassment, such as a restraining order?

Other remedies should include injunctions, standing orders and restraining orders.

(ERTAC)

There should be provision for the use of a restraining order to prevent ongoing harassment of a tenant while a complaint is being dealt with. Additional disincentives for severe improper behaviour could include the threat of a jail term.

(SCLC)

Restraining orders should be included as remedies to harassment.

(NLSLMH)

Restraining orders are a must, not only for the person doing the harassing on behalf of the landlord, but on the landlord as well. Tenants must be in a position to feel some measure of protection and security even if they are in a disagreement with the landlord.

(ORTA)

Ensuring the adequate enforcement and vigorous prosecution of offences will be more effective in providing a disincentive to improper landlord behaviour than increasing the maximum level of fines.

(SCLC)

There must be stiff penalties against tenants for false accusations against landlords.

(OREA)

THE DISPUTE-RESOLUTION SYSTEM

The ministry has not yet developed a proposal for the new dispute resolution system. Options have been presented in the various parts of this section. Input is welcomed.

Any new system must be available and affordable to every tenant.

(NTTN)

Strong support expressed for this new initiative. Landlords and tenants should be encouraged to resolve disputes outside the system.

(OREA, WECARP)

If a new landlord/tenant board is to be created, it should be consistent in design and function with whatever reforms are being contemplated for those boards and agencies presently under review by the government.

(SCRO)

Disputes should go to a specialized court of law where the mediators and judges are appointed because they have the qualifications to be there. A blue ribbon panel would sit on applications and make suggestions for appointments by Order in Council. Federal cooperation would be required for the creation of such a court. The specialized court should be allowed to exclude individual consultants if it sees fit. No appeals should be brought or argued by consultants.

(Fink)

The present system of resolving rent-related disputes before a rent control officer has worked well and should remain as is. It is difficult to comment on a process which has not yet been defined.

(JGATA)

The rent dispute system should be complaint-based, with a mediation and adjudication process initiated on complaint from a tenant concerning the level of a proposed increase within 30 days of receipt of the Notice of Rent Increase. Where a tenant is satisfied with a proposed increase, there would be no adjudication, whatever the level of the increase.

(FRP, Minto, CMHP, RHSA, UDI, MPM)

A properly established and funded tribunal system will probably be a more expeditious process and better suited to a dispute-resolution approach which might

include mediation. The system should not be set up without adequate resources and qualified adjudicators.

(SDGLC)

In smaller communities and rural areas, local lawyers act as judges in Small Claims Court. It might be appropriate and more economical to develop a panel of local lawyers to serve as small claims residential tenancy judges. They could be available on short notice or more regularly to expedite the resolution of residential tenancy problems.

(RC)

The LTA should remain under the current judicial system.

(ERTAC, WELSO, LCHIC, HMLCS, UTO-ER, RCLC, LAW)

Disputes under the LTA should remain in the court system, with a parallel mediation program established to determine which issues can be dealt with outside of the courts.

(HHCHW)

The courts should continue to have an important role in resolving landlord-tenant disputes.

(Hall, McConnell)

Disputes should stay in court; a new tribunal is not necessary.

(NLS, NLSLMH, CHVD, NH, SCCP)

Given the largely contractual nature of LTA issues, it is our position that these matters are better left to the established jurisdiction of the Ontario Court (General Division).

(MLCS)

Adjudication of matters under Part IV of the *Landlord and Tenant Act* ought to remain with the Ontario Court (General Division).

(GR, WELSO, LCHIC, HMLCS, UTO-ER, KAN, RCLC)

Without the courts, landlord and tenants will not have the benefit of jurisprudence. There will be a patchwork of inconsistent decisions.

(SHACH, SPRCH)

We do not favour the transfer of eviction adjudications from the court system to some form of tribunal or board. We compare this proposal to our experience with the Social Assistance Review Board since the last election.

(TBCAP)

We disagree with this proposal. Rent control is primarily an administrative process; most landlord and tenant disputes revolve around a form of contract law. There is little overlap between the two systems. The greater delay is in the rent control system. The vast majority of landlord and tenant cases are resolved without the need of a hearing. The creation of a new tribunal would incur costs which are not being paid at present.

(SDGLC)

Landlord and tenant disputes should continue to be determined by the courts, subject to the streamlining measures outlined in the Peel-FRP brief. If the government is determined to move to a provincial tribunal, the process should be first tested and evaluated on a pilot basis.

(FRP, CMHP, RHSA, UDI, Minto, MPM)

The protections available in the courts should not be lost in the new system.

(MT)

There should be a two-track system which allows landlords or tenants the option of accessing the court system for difficult cases. An arbitrator could rule on the court referral.

(Peel)

There is no basis for assuming there will be any cost savings in transferring jurisdiction from the Ontario Court to a tribunal.

(TAG, WSCLS, WRCLS)

Powers of the registrar and deputy judges should be expanded. Divisional Court should be available for appeals only.

(Danzig)

Substantive rights, existing notice periods, right to trial and right of relief from forfeiture should be retained.

(NLS)

The system should be sufficiently flexible to allow any change in rents to which landlords and tenants both agree.

(OREA)

Ensure equal access to the dispute resolution process.

(QSPC)

It is vital that any new system be open, accessible, speedy, and inexpensive.

(EOLO, UC)

Any proposal will be of little use to tenants without the staff and resources to make it work effectively.

(ONDY)

Concerns are expressed regarding the need for impartiality, autonomy, fairness and accessibility of the dispute-resolution system.

(CFSO, FMTA, WSCLS, FOCTA, HACTA)

A matter should be bumped to the dispute-resolution body only after attempts to resolve have been made before a local mobile home park committee and failed.

(OMHA, HHHBA)

The procedural safeguards within the LTA, such as formal notices to tenants of court applications, etc. must be maintained as a minimum guarantee of due process for tenants.

(RYGTA)

We are heartened by the fact that the Ministry has not yet developed a proposal for the new system. It should establish a task force made up of representatives from all interested parties which will formulate a system that will be fair and timely.

(CCOC)

The tribunal should have a general jurisdiction to declare a tenancy to be at an end upon the application of a tenant in certain circumstances.

(SDGLC)

In cases where facts are disputed, a legally-trained adjudicator should sit with two assessors, one chosen by each party. There should also be panels of adjudicators and assessors, and lists of mediators. The system should be headed by a director of tenant protection. (See the brief for flow charts and a proposed procedure.)

(NLSLM)

OTHER ISSUES FOR DISCUSSION

Dispute Resolution/Government or Arm's Length

There are two ways the program delivery system can be set up. The issue is whether the delivery system should be part of government or arms-length.

Clearly define one or two methods of providing for a dispute-resolution system. Make the information available to interested parties (i.e. everyone who has responded to this discussion paper) for their input.

(ORTA)

Rules and procedures should ensure adequate notice and access to information for tenants and adequate resources to carry out its functions.

(MT)

More specifically, the options are: quasi-independent agency and provincial government administration with direct accountability through a ministry.

Quasi-Independent Agency

An agency independent of the ministry but subject to government policy and legislation.

The delivery system must be independent of government.

(WELSO, LCHIC, UTO-ER, RCLC, HMLCS, Miller, MLCS, CLSNS)

It is imperative that the dispute-resolution system remain in the hands of the government.

(STPTA, ORTA, BPWCO, EYNDRA)

Direct accountability to the province is important in order to maintain proper functioning of the system.

(UTO-NC)

The new dispute-resolution system should be at arm's-length from the government so that it has the independence necessary to make impartial decisions. Outsourcing will likely be more cost-effective than establishing another government agency.

(SHBA)

If it is felt necessary to create a single adjudicative/administrative system, we support the proposal. The new system should not be subject to political pressure or interference.

(SCLC, HACTA)

We endorse the establishment of a dispute-resolution system that is arms-length from government and includes the balanced representation of both landlords and tenants.

(CMHA-TB)

The dispute-resolution body should be an independent agency subject only to legislative and policy direction of the government. In order to ensure sufficient independence, it should be an agency with a status comparable to the Ontario Municipal Board.

(FRP, CMHP, RHSA, UDI, Minto, MPM)

If an administrative tribunal is established, it must be independent.

(KALC, JSTA, WRCLS, NLSLMH, LHBA, TETA)

Any new tribunal must be an independent body with expertise in the area of landlord and tenant law. The tribunal must be bound by the *Statutory Powers Procedure Act* and basic rules of procedure.

(TAG, NLS, WSCLS)

An agency rather than government should handle disputes and mediation.

(CMHA, CMHP)

From the perspective of our Northwestern Ontario legal clinic, a major drawback in dealing with other types of administrative boards is that we and our clients often must wait several months (not just days) to even have a hearing scheduled. Significant travel costs are involved. Finally, after the hearing is held, we must often wait several months before we even receive a written decision from the Board member(s). These delays are impractical for rental matters involving significant repairs, or resuming essential services such as water and heat to rented premises. Currently, we have quick access to judges. Unless administrative board members could be placed in each county and district, we see no reason to replace our current court system. The Landlord and Tenant Court is the fastest court system in Ontario. Why change it if it works?

(RRDCLC)

An arbitration panel should be independent of the Ministry but subject to provincial policy and legislation.

(ERTAC)

The dispute resolution body should be an independent agency, with a degree of judicial independence and responsible to the Attorney General or to the Legislature.

(EOLO, UC)

Any tribunal should be independent of the Ministry, have its own employees and be properly funded. A lack of resources will mean the loss of rights for tenants.

(CSTR, WSCLS, RYGTA)

Any agency created to resolve disputes between landlords and tenants must be as separate as possible from the Ministry.

(GR, UDI, Minto)

There should be a quasi-judicial process in regard to landlord and tenant matters, such as eviction, with provision for appeal.

(MT)

Issues such as maintenance and abatement of rent for failure to maintain, should be taken out of the realm of the courts, except as to enforcement of maintenance standards by municipal standards officers.

(MMC)

We must maintain the role of a court-type system in resolving landlord and tenant disputes. For reasons that I do not properly understand, judges are significantly more effective and efficient in resolving disputes than the bureaucratic model. The bureaucrats are simply not very efficient. They do not have the ability to distinguish between the serious and the trivial. I do not see the value in adding 300 or 400 people to the size of the rent control programs in order to deal with the workload of one good judge.

(CCP)

The law should provide an immediate mechanism for matters involving tenants who do damage to the units or threaten the safety of others, to be heard. The law should also enforce the quick eviction of any offender who has been involved in a criminal or quasi-criminal act. There are such provisions in the Alberta Legislation. It tends to discourage negative behaviour.

(MMC)

If a tribunal process is instituted for landlord and tenant and rent control issues then the following should apply (see brief for details on independence, appointment process, voluntary mediation, plain language, *Statutory Powers and Procedure Act*, appeals to Divisional Court, etc.)

(MLC)

If the delivery system is transferred to tribunals which will be based in various locations, will the government fund a Duty Counsel project at each of these locations? We fear that under the proposed system, the tenants will have even more difficulties obtaining legal representation.

(MTLC)

Provincial Government

A provincial government administration with direct accountability through a ministry.

Appointment of Adjudicators

The dispute-resolution process must involve a form of adjudication that will not allow the tenant to be easily intimidated, challenged, or unrepresented. A solution must not be arrived at such that the tenant feels compelled or pressured to accept.

(CSTR, WSCLS)

Appointments should be made on a regional basis.

(SLCL)

There are a number of different ways that decision-makers could be chosen.

Order-in-Council

Appointment by Order-in-Council, subject to approval by the Lieutenant Government. This appointment process is generally used to staff high profile, publicly accountable agencies. The process can be competitive or selective and may involve qualification criteria.

High quality adjudicators must be appointed and trained through an independent process with criteria and standards which will guarantee public credibility.

(KALC, WRCLS)

In order to promote independence, appointments should be made through Order-in-Council. The process should be competitive, involving strict qualification criteria.

(SCLC)

We recommend that tribunal members be appointed by Order-in-Council, based on a publicly advertised competition. Appointments on a full-time salary basis for five to seven years will allow time to develop expertise and apply skills. (See the briefs for further detail.)

(CLSNS, MLCS)

Tribunal members, with an understanding of legal principles and representative of the broader community, should be appointed by the Lieutenant Governor in Council based on an advertised competition. The positions should be full-time positions for three years, with extensions available.

(TAG, WSCLS)

Hearing officers of this body should be appointed by Order-in-Council and have appropriate qualifications and experience in residential tenancy law.

(UDI, Minto, Winner)

Prospective mediators should have to go through an objective selection process. They should be appointed by Order-in-Council to signal the seriousness the government attaches to their role.

(CARP)

The appointment of adjudicators should be by Order-in-Council for a fixed term, subject to removal only for cause on determination of an independent review body. The process for selection should be competitive, based on published standards and open to all. Selection criteria should emphasize appropriate qualifications or relevant experience and the ability to command authority and control process.

(FRP, CMHP, RHSA, UDI, Minto, MPM)

Rent adjudicators should demonstrate appropriate qualifications and experience. Current rent officers should be required to leave the public service and take an Order-in-Council appointment of three to five years with right of renewal except for cause.

(Andrade)

Appointments of decision makers must be by Order-in-Council and carry security of tenure of at least five years.

(GR)

Appointments should be by Order-in-Council and for three to five years, with a methodology in place for removing those who prove to be incompetent.

(EOLO, UC)

Provision should be made for regional appointments and appointments should reflect the diversity of the landlord and tenant population. Tribunal members should be full-time and appointed for five to seven years; with opportunity for reappointment. (See the LCHIC brief for details.)

(WELSO, LCHIC, HMLCS, UTO-ER, RCLC, NLSLMH)

The managing board, adjudicators and mediators should be OIC appointments. Clerical staff could be supplied on a contractual basis.

(Andrade)

One member should hear an application; three members should hear complex cases.

(WELSO, LCHIC, HMLCS, UTO-ER, RCLC)

Decision-makers should not be appointed by Order-in-Council. Effective community representation can be lost with changes in government.

(SHCGP)

The appointment of adjudicators by the province has the potential to politicize the decision-making process.

(SHACH)

Public Tender

A public tender in which potential bidders would have to meet qualification criteria. Decision-makers would be paid a fee for their services.

Do not under any circumstances give a company the tender for dispute resolution. Once an Order-in-Council has been signed it is too late to discover that the company appointed for dispute resolution between landlords and tenants is a subsidiary company of a landlord.

(ORTA)

Vigorously oppose; it will not encourage quality decision-making. Such a process would be readily subject to political pressures.

(SCLC, SDGLC, TAG, WSCLS)

Appointment by public tender is supported. The panel should be made up of three members, one of whom is a paralegal. Minimum qualifications should include knowledge of the LTA and the RCA. Appointments should be for two years.

(ERTAC)

The people administering the system would be best paid by a fee for service and, if not lawyers, should be well-trained in landlord-tenant law with effective mediation skills.

(SHCGP)

Competition Process

Appointment of government employees through a regular competitive process.

Tribunal members must be appointed by way of advertised competition and chosen on the basis of merit and be representative of the broader community.

(NLS, WELSO, LCHIC, HMLCS, UTO-ER, RCLC, BPWCO)

Good staff without an “agenda” are required. Consider the hiring of lawyers.

(BLHL)

The appointment of government employees would fail to ensure qualified decision-makers. It would result in a sub-standard replacement of the current system.

(HCLS)

Dispute-resolution Process

Whatever system is proposed should have the autonomy, resources and procedural safeguards to ensure protection of tenants.

(MT, Lee)

The *Statutory Powers Procedure Act* should apply to the dispute-resolution system.

(WELSO, LCHIC, UTO-ER, HMLCS, RCLC, NLSLMH, WRCLS)

Mediation

Front-line mediation could be introduced as a way to resolve disputes prior to adjudication. The mediator does not make decisions, but works informally with both parties to clarify issues, discuss options and work towards a mutually acceptable solution.

Mediation ought to be encouraged as a means of dispute resolution.

(GR, LAW, PMHA, ELUCOC, FOCTA)

There should be a role for community mediation. Mediation is cost effective in resolving conflict including landlord/tenant disputes. Pilot mediation projects should be continued and broadened.

(CRS)

Mediation, in the form of an independent third party, should initially try to resolve disputes.

(CMHA, CMHP)

Arbitrators should not be used.

(TAG, WSCLS)

Mediators must be trained, independent of the Ministry and experienced.

(GR, NLS, NLSLMH, MacIssac)

Mediation is worth exploring, but it only works if both parties have expressed a wish to resolve the issue.

(CCOC)

Mediation should be voluntary. Parties should be advised of the option for adjudication. A failed mediation should automatically proceed to court or tribunal adjudication. The results of mediation should be settlement proposals outside the jurisdiction of the adjudicator.

(DCLS)

Mediation ought to be voluntary and available before the scheduled hearing date without delaying the hearing.

(GR, LHBA)

Mediation should be available to assist in resolving disputes on a voluntary basis without prejudice to or delay in the legal process.

(FRP, CMHP, RHSA, UDI, Minto, MPM)

Mediation can lead to the resolution of a substantial number of disputes. However, participation should be voluntary and properly trained people should conduct the proceedings. Legal representation should be allowed and those who mediate should not be the people who adjudicate.

(SCLC, MLCS, CLSNS)

Pre-hearing mediation appears to be a good time and cost-saving feature. Written defenses should be mandatory to preclude “trial by ambush”. There should be significant monetary consequences for frivolous applications as well as a screening-out process. Simple non-payment of rent evictions where there is no defense should be administrative. The process must be quicker.

(BLHL)

A four point mediation-arbitration model is recommended. In brief, landlords and tenants should attempt mediation before either can request an adjudicated resolution. Mediation should be a private matter, paid for by the parties. The board should only hear those issues that the parties to the dispute cannot resolve themselves. Legislation should allow either landlords or tenants to apply to have negotiated settlements confirmed as legal agreements so the agreements are enforceable. (For complete details, see the brief.)

(SCRO)

The government is now engaged in setting up two pilot projects to deal with mediation in landlord-tenant court. We believe there is a possibility that mediation may alleviate some of the problems associated with overburdened courts and costly hearings. The TPP is premature in wanting to eliminate landlord-tenant matters from the courts while it is initiating these projects.

(WELSO)

An application should be completed by both parties. It would go before a mediator who would meet with both parties to clarify the issues, discuss how the law works and present options. The application would then move to an arbitration panel.

(ERTAC)

Front-line/informal mediation is supported as an effective means of dealing with landlord-tenant disputes.

(MCHH)

Support is expressed for an adjudication/arbitration model as an effective alternative.

(Peel)

The mediation pilot project in some rent control offices should be enshrined in law. Parties should be encouraged to attempt mediation before an adjudicator is appointed.

(Andrade)

During mediation, parties should be entitled to agree to above guideline increases which should be exempt from the 4% cap, but would have to be registered with the tribunal.

(Andrade)

Mediation is inappropriate in cases of violence and abuse because of the imbalance in the bargaining power of perpetrator and victim. Any legislative amendments which include a mediation process should specifically exclude those situations as they occur in rental accommodation.

(OHCLC)

Some tenants, either by their actions or the actions of their pets or guests, interfere with the enjoyment of the premises by other tenants. This is an area where arbitration may assist.

(MMC)

Default

Currently, when an application is not disputed, a court official (i.e. Registrar) can award a default judgment. In a revised system, the role and powers of the Registrar could be enhanced beyond awarding default judgments or, alternatively, could be eliminated completely.

The idea of a default judgment would still apply with an arbitration panel. If one of the parties did not appear before the panel, the arbitration proceedings would still proceed and the decision made by the panel would be binding.

(ERTAC)

A mediator should have the power to award judgments, thereby eliminating the role of the Registrar. The employment of retired judges and lawyers will ensure that mediators will be capable of rendering a judgment.

(CARP)

The power to grant defaults should be clearly laid out and the criteria for granting them should be clearly established. There should also be a process for the setting aside of default judgments. Time limits and criteria should be established for the availability of set asides so as to allow for some finality to the system.

(SCLC)

The *Landlord and Tenant Act* should be amended to empower Registrars to award costs where default judgements are issued.

(Peel)

We oppose the enhancement of the role and powers of local Registrars, who are administrative clerks, beyond awarding default judgments.

(TAG, WSCLS)

Appeals

Disputants ought to have appeal rights that are accessible either internally or to the Ontario Court (General Division). (See the GR brief for details.)

(GR)

Improvements are welcome, but the courts should remain an option for those involved in an appeal.

(WAWG)

Tenants should have the right to appeal rent increases and other unfair decisions.

(Hall, McConnell, HACTA)

The right to appeal an eviction order must ensure that the eviction cannot be carried out until the appeal is over.

(FMTA, WSCLS, WELSO, LCHIC, HMLCS,
UTO-ER, WRCLS, NLSLMH, RCLC)

Parties should be entitled to appeal such decisions on both law and fact, as a matter of right. Appeals should be heard by one or three senior members of the tribunal (who were not involved in the original decision) who would have the ability to consider new evidence. Appeal of the tribunal appeal order to Divisional Court may be on a matter of law only.

(Andrade, PDLA)

The tribunal should have discretion to, and for, the awarding of costs. (See the WELSO and LCHIC briefs for details.)

(WELSO, LCHIC, HMLCS, UTO-ER, RCLC)

An appeal process must have no fees for tenants. Cases for eviction or rent increase should be stayed pending the outcome of an appeal.

(CSTR, WSCLS, RYGTA)

No mention is made of who will bear the cost of the appeal.

(HPTA)

The appeal process should be an integral part of the dispute-resolution system.

(OREA)

Both landlords and tenants are entitled to appeal the decision of an adjudicator. The following are some appeal system options:

Internal Appeal

- 1. a two-tiered system in which the second level hears appeals to orders and decisions issued at the first level.*
- 2. a single-tier system which only allows reconsiderations for serious error and the power to amend an order based on clerical error or omission.*

A two-tiered internal system is favoured. This will avoid burdening the already heavily loaded court system.

(CARP, WECARP)

We do not support a two-tiered system. This inevitably results in bottle-necks created by everyone exercising a right of appeal. The process should provide for reconsiderations for serious error and the power to amend an order based on clerical error or omission.

(SDGLC)

We support the suggestion that appeals not go before the courts and that a single-tiered system be used.

(ERTAC)

We applaud a one-tiered system which will streamline the process without prejudicing tenants.

(Krall)

Support is expressed for a single-tier decision making system which allows for: set aside motions; reconsideration motions; interim injunction motions; and enforcement motions. Appeals should be allowed on questions of law or fact. (See the TAG brief for details.)

(TAG, WSCLS)

There should be two appeal routes, one of which would be an internal reconsideration power. Any review of eviction orders for non-payment of rent should be internal, as should cost pass through issues and calculations involved in rent increase applications.

(EOLO, UC)

We support an internal appeal system that deals with issues and law but not a rehearing of the facts. The facts should be found from the original hearing transcript, and the file and the decision itself.

(FOCTA)

There should be three internal appeal remedies. (See the briefs for details.)

(MLCS, CLSNS)

Appeal to the Courts

1. *appeal to Divisional Court on matters of law only*
2. *appeal to Divisional Court on matters of fact and law*
3. *appeal to Ontario Court (General Division) for a complete rehearing of the case.*

Appeals to the courts should continue.

(STPTA, MLC, Winner)

Both options for appeals must be kept available. Some disputes will be much more serious than others and may require a legal process to provide resolution.

(ORTA)

There must be provision for an appeal of a tribunal's decisions to the Ontario Divisional Court.

(KALC, NLSLMH, CHVD, NLSLM)

There should be appeals to the Divisional Court on questions that are not questions of fact alone.

(MLCS)

Appeals to the Divisional Court on matters of law only should be made available.

(SDGLC)

Appeal on rent control disputes should be to a senior adjudicator or panel on questions of fact, with appeal to the Divisional Court on matters of law. Appeal for landlord and tenant disputes should be to the Ontario Court (General Division) on questions of both fact and law.

(FRP, CMHP, RHSA, UDI, Minto, MPM)

The second appeal route should be through the courts. An appeal to the Divisional Court (limited to questions of law) should be available for such things as orders in rent increase applications and orders in rent reduction applications. There should also be an appeal by way of a new hearing before the Ontario Court (General Division) for orders of eviction claims and orders in rent abatement.

(EOLO, UC)

Tribunal decisions should be appealable to the Ontario Divisional Court on questions of fact or of mixed fact and law.

(WELSO, LCHIC, UTO-ER, SCLC,
HMLCS, RCLC, WRCLS, Winninger)

An appeal on landlord and tenant matters should be to the Ontario Court (General Division) on questions of both fact and law. This appeal procedure eliminates the demands on the Divisional Courts, placing the requirements on the Ontario Court (General Division) which has more resources in place. This court has always dealt with residential tenancy law issues and is more accessible to the lay person. The result is a less costly appeal process.

(UDI, Minto)

Expeditious appeals should be made available to the Ontario Court (General Division). They should be heard by a single judge on questions of fact and law, based on transcripts and legal argument only.

(Fink)

Public Access and Efficiency

According to the Consultation Paper, Ontario has 50 local courts (General Division) and 20 rent control offices which are potentially available to provide services.

We are in favour of a system that ensures quick, efficient, and fair decisions.

(JSTA, CHVD, LHBA)

Rent control offices should remain in place. Mediation and arbitration panels could operate from the same locations.

(ERTAC, WRCLS)

Any system developed should be accessible, affordable to tenants and adequately funded.

(Hall, TCRC, TAG, McConnell, WSCLS,
WELSO, LCHIC, UTO-ER, KAN, SHCGP, SCLC, RCLC
WECARP, HMLCS, WWIC, HF, WRCLS, NLS)

The agency must have offices throughout the province. Officers should be on duty so that all parties can easily access the system. These offices could be established within court buildings or other existing government premises.

(EOLO, UC)

It is particularly important for a new system to be accessible to francophones. The existing judicial system does not adequately respond to their needs. We demand that whatever new organization is introduced takes their rights into account. (See the CJPPR brief for greater detail.)

(CJPPR, LUDO)

Disputes should be resolved within a specific time (i.e., 120 days).

(Hall)

Strict time limits should be placed on the process.

(OREA)

The tribunal should provide for a hearing officer to act as a duty officer on a rotating basis to deal with cases that can be disposed of at first appearance and transfer to a hearing officer all cases ready for a hearing. (See the GR brief for details.)

(GR)

All respondents to applications must be required to document their dispute in writing. The Registrar or Duty Officer ought to be given authority legislatively to dispose of applications fully (including an order for costs) where there is no written dispute, or where the written dispute discloses no grounds of merit.

(GR)

The agency should implement programs to educate landlords and tenants about their rights and obligations.

(WELSO, LCHIC, HMLCS, UTO-ER, RCLC, NLSLMH)

Payment into the court or the agency ought to be a prerequisite to responding to an application.

(GR)

In cases of dispute, rent should continue to be paid, perhaps into a trust account.

(OREA)

The basis on which disputes will be settled should be clearly and simply presented in literature to landlords and tenants.

(OREA)

All forms should be written in plain language and be readily available to the parties.

(WELSO, LCHIC, UTO-ER, HMLCS, RCLC, WRCLS, NLS)

Options

Participants could be served from single-function, full-service offices with fewer locations or from multiple-service offices with more locations handling the affairs of many agencies, including tenant-protection activities.

Parties should be served from single-function, full service offices with at least as many locations as currently exist.

(TAG, WSCLS)

There must be multi-service offices providing access to the system throughout the province. These offices must be well-funded and properly resourced.

(CLSNS, MLCS)

Single-function, full-service offices should be supplemented so tenants in smaller and remote communities receive immediate and appropriate attention.

(CSTR, WSCLS, RYGTA)

We support the idea of having the tenant-landlord system serviced by rent control offices. If needed, the number of these offices should be increased to ensure easy access across the province. Integrating rent control offices with other government offices is a good idea.

(CARP, WECARP)

Pilot projects for the adjudicative system should be considered; Peel offers itself as a candidate.

(Peel)

Cost-Recovery

Application fees could provide some cost-recovery and would help limit frivolous applications.

Fees should be minimal to not exclude low income parties.

(WELSO, LCHIC, UTO-ER, SCLC, RCLC, NLSLMH,
WRCLS, MLCS, CLSNS, HMLCS)

User fees affect poor people to a greater extent than the more affluent. They are a form of regressive taxation and serve as a barrier to justice for low income people.

(TBCAP, Miller)

There should be no fees for tenants filing an application.

(TAG, JSTA, CSTR TATC, WSCLS, WEBLC,
RYGTA, HHCHW, HACTA, HHCHW)

We are opposed to imposing any application fees. This will create a barrier for seniors, especially those on low or fixed incomes. Imposing fees on anyone should be considered only after the new system has been in operation for at least a year. The entire system should be reviewed after its first year of operation.

(CARP, WECARP)

Seniors should not pay for any legal representation they might require under the new system.

(CARP)

Opposition is expressed to user fees for resolution of landlord-tenant disputes.

(CFSO, OCSCO, UTO-ER)

Fees may be used to provide some cost recovery and help limit frivolous applications.

(CLSNS)

The system should be self-sustaining; fees should be charged to both landlords and tenants who use the system.

(OREA)

Application filing fees ought to be required in all cases.

(GR)

OTHER ISSUES FOR DISCUSSION

Arbitrators/Adjudicators

Are there any circumstances where arbitrators should be used instead of adjudicators?

In cases where it is possible to have a discussion and work out a schedule for repairs or to clarify issues of privacy, and both parties are willing and reasonable, the use of an arbitrator might indeed be effective.

(SDGLC)

Criteria: Adjudicators

What are the minimum qualifications for an adjudicator? What should the term of appointment be for an adjudicator? Should adjudicators be bound by a code of ethics? What should be the size of the panel that hears each application?

Adjudicators must demonstrate the following: an appropriate educational background; an expertise in residential tenancy law and related areas; an awareness and sensitivity to residential tenancy issues; and the ability to articulate well-reasoned decisions.

(SCLC, HHCHW, CLSNS, MLCS)

The public has confidence in the system when it involves individuals who possess ability, experience and pertinent education, not political friends. It has confidence in judges because they have the necessary abilities for solving disputes. Consequently, it is important to maintain elements of confidence and impartiality when disputes are transferred to an independent agency.

(CJPPR)

Retired judges and lawyers should be hired on a reasonable *per diem* basis to serve as mediators. Minimal training would be required and their impartiality would be above reproach.

(CARP, WECARP)

Decision makers must be knowledgeable and neutral. They should be a mixed and fair balance that includes people from legal clinics, tenant advocates and seniors.

(UTO-NC)

Members should be drawn from the local community and be appointed for three years.

(TAG)

Tribunal members must have knowledge of legal principles, including administrative law, contract law, and the *Landlord and Tenant Act*.

(NLS)

Adjudicators should have post-secondary education and, preferably, excellent communications skills and experience in dealing with public issues. They should also have training in adjudication and the administrative process. Impartiality is most important. A panel tends to ensure a more thorough analysis of an issue, however, this may be costly. A single adjudicator would be sufficient in most instances, with a panel being available for more complex issues. A code of ethics for adjudicators should be prepared.

(SDGLC)

In cases involving complex or novel issues, a three member panel should hear the case.

(TAG, WSCLS)

The number of panelists should be uneven to avoid deadlocks. There should be a code of ethics for adjudicators.

(TVP)

Decision makers should be qualified individuals, preferably with experience or background in landlord and tenant law, building maintenance and property management. 'Rules of procedure' must be established and followed by decision makers and staff.

(EOLO, UC)

Dispute-resolution panels should be made up of three well-informed landlords and three well-informed tenants.

(HPTA)

Dispute-resolution panels should include tenant representation.

(TATC)

A court system is favoured. If a tribunal is established, it should be made up of competent, independent individuals serving staggered terms of up to five years when first established.

(Lee)

Decision makers should have extensive knowledge of landlord and tenant issues and be impartial and independent and not selected by political appointment.

(Hall, OCSCO, NTTN, TAG, McConnell, WSCLS, ORTA, UTO-ER)

Mediators, arbitrators and adjudicators should be independent and knowledgeable.

(MT, LCMTYR, ORMA, NLSLMH, LPMA,
CHVD, HHCHW, LHBA, MacIssac)

Tribunal members require training in both residential tenancies and administrative law.

(WELSO, LCHIC, UTO-ER, HMLCS, RCLC, WRCLS)

Adjudicators should be independent and appointed by a process involving qualification criteria that includes legal education or the equivalent in training, experience, and advocacy in landlord-tenant law and relations.

(CSTR, WSCLS, RYGTA)

We do not support the hiring of part time adjudicators on a *per diem* basis.

(Andrade)

Appointees must be knowledgeable, neutral and include tenants as well as homeowners.

(MNSJ)

Hearing officers must be properly qualified and trained in the law of evidence and procedure, as well as the substantive law of residential tenancies.

(GR)

One member should hear an application; three members should hear complex cases.

(WELSO, LCHIC, HMLCS, UTO-ER, RCLC)

A formal and ongoing training plan should be developed for all tribunal members.

(MLCS, CLSNS)

Application Fees

How much should application fees be, and who should pay them?

The person making the application should be able to pay to make an application. However, the fees should not be prohibitive because both tenants and small owners must have access to an adjudication or arbitration process. A fee of no more than \$10 might be appropriate.

(SDGLC)

A nominal application fee of \$50 could be paid to offset processing costs.

(ERTAC)

The fees for filing applications and appeals should be realistic but not onerous, e.g. less than \$200.

(Fink)

Filing fees should be set at \$45 each for individual landlord and tenant applications for a single unit. For landlord applications for multiple units, the fees should then be \$10 per additional unit for the first ten plus \$5 for each additional unit to a maximum of \$450. Adjudicators should have the right to award costs against either party and/or rebate filing fees as circumstances warrant.

(FRP, CMHP, RHSA, UDI, Minto, MPM)

There should be an application fee of \$45. This is not an onerous amount and would serve to discourage truly trivial applications and defray some of the costs of the system. The fee for landlord applications should not exceed \$45, plus \$10 per unit up to 10 units, and \$2 per unit up to 100 units.

(EOLO, UC)

Although costs are awarded to the landlord, he/she seldom gets to collect them. Therefore the judge should decide who should pay the fee on a case-by-case basis and have the court bill them directly (like a traffic ticket). The fee can be set high if the judge feels the application was frivolous.

(Thomson)

Costs

Should costs be awarded?

Costs could be awarded when a claim or defence is made without merit, at a level which would not be onerous (i.e. less than \$1,000).

(Fink)

The arbitrator should have the power to assign costs in cases of abuse of the system.

(OREA)

Costs should be in the discretion of the tribunal and minimal in most cases.

(MLCS, CLSNS, WRCLS)

Costs must be limited to a low amount so as not to discourage people from making use of the process. They could be subject to discretion, to be exercised rarely, in proceedings which have clearly been commenced to abuse the system.

(SDGLC)

The ability of adjudicators to award costs will deter frivolous applications.

(Winninger, Miller)

Costs should be awarded only for out-of-pocket expenses.

(ORTA)

Criteria for cost awards should be clearly established. The level of potential costs should be published and readily understood. Costs should not be automatically awarded to the winner in a case. Instead, they should only be used where appropriate and as a disincentive to frivolous applications or the taking of unreasonable stands.

(SCLC)

Errors/Complaints

How should the system deal with errors and complaints?

The new Act should contain a “merits and justice” clause similar to section 49 of the *Residential Rent Regulation Act*.

(FRP, CMHP, RHSA, UDI, Minto, MPM)

Errors in the system or complaints concerning the system should be brought to the attention of the Ministry so that staff can investigate. There can be time limits so that complaints are made on a timely basis.

(SDGLC)

The power to correct clerical errors should include mistakes made by the decision maker. It should not be limited to transposition errors and the like. The power to deal with serious errors should be broader as well. In particular, the person reconsidering the decision should have regard to any new evidence which is tendered, together with the reason why it was not tendered before. New evidence should be admitted if it would not be unfair to do so or if it is necessary to determine the issue on its real merits and justice.

(EOLO, UC)

Errors and Complaints (appeal options) - A tenant who wishes to appeal should have to first obey the judgment (pay the judgment and/or leave the premises) before an appeal is heard. If the judgment is overturned, then the amount paid will be returned to the tenant and tenancy will either be reinstated, or financial compensation for loss of tenancy will be paid to the landlord. This will ensure that the tenant has grounds and not just delay the eviction process to keep an unpaid apartment.

(Thomson)

SECURITY OF TENURE AND CONVERSIONS

Repeal of the RHPA will act as an incentive to improve existing apartment stock through the conversion to other more appropriate uses.

(TBHBA, Miller, HHHBA)

The RHPA should be repealed so that appropriate decisions can be made on conversion, renovation, and alternative use or replacement of buildings.

(FRP, CMHP, RHSA, UDI, Minto, SHBA, OREA,
MPM, PBHBA, Barratt, KWHBA, LHBA)

Legislation which provides incentives to renovate and replenish to meet demands will have a positive effect on the construction job market and tenant demands for decent, comfortable, updated accommodations.

(Carter)

We support the repeal of the RHPA with respect to mobile home parks.

(OMHA, HHHBA)

Oppose the repeal of the RHPA with respect to mobile home parks and land lease communities.

(WELSO, LCHIC, UTO-ER, HMCLS, RCLC, WRCLS)

Repeal of the RPHA will mean that unless a renter has the resources to purchase their own home, they will be out on the street. At that point, they will be searching for an apartment which has been recently had its rent raised by as much as 10%.

(TBES, HACTA)

The RHPA should not be repealed.

(NTTN, ERTAC, MTLs, YRCSJ, Balloosingh, Hollingsworth,
Winner, LSPC, MacIssac, LAW, Krall, CAWCDG, WECARP,
Werner, ETA, TBACHC, UTO-ER, HMCLS, DCLS, HCLS, HHCHW)

Tenants in mobile home parks and land-lease communities cannot afford the loss of the RHPA.

(MLC, Mathysen)

Dismantling the RHPA will result in windfall profits as conversions to condominiums take place. Existing tenants, who in effect paid the mortgage on their building, will be displaced and the province's rental stock will be severely decreased.

(Demerling, HRCS)

We agree that the RHPA is not perfect. For one thing, it does not impose a demand for compensation or give special rights of continued residence to tenants in Heritage properties. Nor does it require the consent of a majority of tenants to a conversion. More equitable protection should be extended to such people.

(STTA)

I have always supported the conversion of apartments into equity co-ops, where a majority of tenants agree to the conversion by secret ballot. However, once the conversion is underway, a government-owned trust company should take control of the process. The principal purpose of this would be to operate and hold the units of tenants who did not wish to convert until they vacate.

(Fink)

The following are the main components of rental housing protection contained in the proposed tenant-protection package:

Focus: Protecting Sitting Tenants

The focus of protection will change from protecting the unit to protecting the sitting tenants.

Protection for sitting tenants should be provided in the form of:

- Extended security of tenure for the current "Tenant of Record." Tenure gives tenant option to stay as renter, purchase, negotiate or move;
- First right of refusal to purchase a new converted condominium unit;
- First right of refusal to move back to a substantially renovated unit (requiring vacant possession to do the work and with a new rent being set);
- Substantial notice (1 year) for demolition.

(FRP, CMHP, RHSA, UDI, Minto, MPM)

There should be:

- significant notice periods for all conversions or demolitions;
- first right of purchase for sitting tenants;
- relocation assistance for tenants;
- protection for purchasers of converted condominium units.

(See OREA brief for details.)

(OREA)

Although the TPP says there will be no changes to the grounds for eviction under the LTA, the revocation of the RHPA will establish a new ground.

(HMCLS)

Demolitions etc., - No Municipal Approval

Demolitions, major renovations, and conversions of rental buildings to condominiums or cooperatives will no longer require municipal approval.

Get legal advice about the viability and advisability of making demolitions, major renovations and conversions outside the purview of the municipal by-laws and/or zoning by-laws.

(ORTA)

Municipalities should continue to approve applications for demolition, conversion and luxury upgrading. Eliminating such a requirement will ensure the disappearance of low cost, affordable rental units which are already an endangered species.

(KALC, RYGTA)

Municipal approvals should be retained. Safeguards must be put in place to protect affordable rental housing designed to meet local conditions. This is best done by a municipality, in recognition of local housing needs and heritage conditions. For example, renovations are not an issue in Ottawa-Carleton as the housing stock is relatively young.

(Cullen, Holmes)

Municipal authority under the *Rental Housing Protection Act* should be retained.

(Hall, OCSCO, TAG, HHC, RPTA, TMCA,
McConnell, Eglinton 707/717, NTTN, ERTAC,
MT, CSTR, LWHTA, HHCHW, BADC, WELSO, HMCLS,
LCHIC, UTO-ER, WSCLS, UTO-NC, RCLC, FOCTA)

Approval authority for condominium conversions should be delegated to regional municipalities.

(Peel)

Individual owners' choices as to the disposition of rental housing should be subordinate to the overall needs of a community. A municipality's involvement in such conversions ensures protection of the community's interests.

(DCLS, SHACH, SPRCH)

Care home operators should not be allowed to convert their facilities to other uses without municipal permission.

(HHCHW)

Municipalities should be empowered to place additional conditions on condominium approvals, to ensure that some share of the windfall gains are directed toward rental production to make up the loss of rental units.

(MT)

Any changes to the density of rental buildings should remain the responsibility of municipalities, not the province. Furthermore, demolitions, major renovations and conversions must continue to require municipal approval and conform to municipal standards.

(CARP, WECARP, AL)

Oppose the removal of restrictions on conversions and the potential loss of affordable rental housing units.

(Adamson, UTO, FMTA, TCRC, TVP, Hall and Gardner, CFSO, HHC,
McConnell, MNSJ, Eglinton WSCLS, MT, 707/717, HMCLS, LWHTA, EYTA,
LCMTYR, WELSO, LCHIC, HHC, TAG, UTO-ER, JSTA, UTO-ER
WSCLS, Novac, Ivey, CMHA-TB, RCLC, Schlichter, WRTC, HF, NLSLMH)

This proposal will weaken security of tenure.

(FMTA, OCSCO, EYNDPRA, Eglinton 707/717, Hulchanski, WSCLS)

We strongly endorse your proposal of allowing equity co-ops such as Strathcona to become condominiums without municipal approval.

(SML)

We support the proposal to permit conversion, and we also support clear definition of the rights of tenants and obligations of the landlord in these instances.

(MMC)

In order to ensure the ability to convert rental buildings, provision in the *Planning Act* must be made that for all conversions of existing structures to condominium, the Minister is the approval authority under section 51.

(FRP, CMHP, RHSA, UDI, Minto, MPM)

Support this measure, but conversions of existing rental buildings should be exempt from section 50(2) (municipal approvals) of the *Condominium Act*. (See the ODCL brief for details.)

(ODCL)

Conversions should not be permitted until rental vacancies reach a specified adequate level.

(MT)

Extended Tenure

Sitting tenants will be given an extended tenure.

Tenants should have the right to remain as tenants if they do not wish to purchase, but they should pay market rents.

(HHHBA)

An individual should qualify for extended tenure if they have been a tenant in good standing for a minimum of five years.

(TVP)

Right of First Refusal

Sitting tenants will have the right of first refusal to purchase their units in the case of conversion.

Giving a poor tenant right of first refusal is a hollow offering. They cannot afford it and, if they buy, they will be destitute due to lengthy loan payments.

(HRCS, WRTC)

Tenants should be given the right of first refusal and mortgage financing should be guaranteed for those who qualify.

(ERTAC)

Sitting tenants should have the right of first refusal if their unit is converted to a cooperative or condominium, within at least three months of receiving the notice of conversion.

(CARP, WECARP)

The right of first refusal for purchase of the unit is unlikely to make home purchasers out of many tenants given basic economic realities.

(FCLS)

OTHER ISSUES FOR DISCUSSION

Assistance must be provided for tenant relocation. Landlords should provide lists of appropriate rental units within the same area. They should also provide movers for those tenants who move.

(NTTN)

Tenants in mobile home parks / land lease communities should be compensated for loss of value and guarantees of suitable, alternate accommodation should be in place.

(WELSO, LCHIC, HMCLS, UTO-ER, RCLC, WRCLS)

Where will tenants move? What will the supply of housing be like in their community? Will those on social assistance and the working poor be given help with moving expenses?

(TBCAP)

Options for Extended Tenure

*What should be the extended tenure for existing tenants for conversions?
Demolitions? Renovations?*

There are possible benefits, such as better maintenance and repair through reserve funds set up for those purposes, for tenants who wish to remain as renters.

(TBHBA)

Tenants should remain in their homes until either they or the landlord obtain “comparable alternate housing.” A notice period of at least 12 months should apply to mobile home parks/land lease communities.

(WELSO, LCHIC, UTO-ER, HMCLS, RCLC, NLSLMH, WRCLS)

No limits should be placed on the tenure of existing tenants.

(TAG, WSCLS)

A tenant should be able to remain in a building for up to two years.

(NTTN)

Tenants must be given one year’s notice and financial compensation equal to one year’s rent.

(ERTAC)

Notice periods should be flexible and dependent on tenants being placed in suitable alternate accommodation.

(WELSO, LCHIC, UTO-ER, HMCLS, RCLC, WRCLS)

Tenants should be given one year’s notice to find alternative accommodation. Long term tenants should be given greater consideration, such as an additional month’s protection for every year they have occupied their unit.

(MMC)

Tenant Approval

Should majority tenant approval be required for conversions?

If the majority of tenants are supportive of conversion, the owner should be allowed to proceed in a timely fashion.

(SHBA, TBHBA)

A majority of tenants should agree to a conversion. Those who do not wish to buy or cannot afford to buy should be given the option of staying on their present tenure or given compensation to move.

(UTO-NC)

Conversions should only be allowed when a majority of tenants approve. The remaining tenants who cannot afford to buy must not be displaced.

(NTTN)

Even when a majority of tenants favour a conversion, tenants who wish to continue as such must be protected.

(HPTA)

Tenant approval should be required for conversions, demolitions and renovations.

(CARP, WECARP)

Yes - a majority of 51% or more. But look after the tenants.

(SML)

Majority tenant approval should be necessary for conversions but once proper notice provisions have been met, a majority is defined as being a majority of respondents.

(ODCL)

Alternatives to Extended Tenure (Compensation)

Are there any alternatives to extended tenure, such as compensation?

Compensation for moving expenses should be considered if comparable, alternate housing is obtained by the tenant.

(WELSO, LCHIC, UTO-ER, HMCLS, RCLC, ORTA, WRCLS)

If compensation is offered it should be at a reasonable, but fixed, rate for each situation.

(TAG, WSCLS)

The ability to provide reasonable compensation in the form of three to six months rent should be available to landlords who wish to proceed with conversions more quickly than the extended tenure proposal contemplates.

(EOLO, UC)

Sitting tenants in a unit that will be demolished, renovated or converted must be compensated for the loss of their unit. If they are being forced by the action of the landlord to move from a rent controlled unit to a unit which is not under rent control, their rent will increase. The amount of the compensation should be no less than one and a half times their current rent for no less than three months.

(CARP)

Compensation should equal the amount of rent that has been paid since the beginning of the lease period and that is now lost due to the displacement.

(TVP)

Tenure for nonpurchasing tenants should be guaranteed for three years.

(ODCL)

CARE HOMES

Due to the absence of a definition of 'care home', references throughout the discussion paper lead consumers living in supportive housing and group homes to suspect that the government's intent is to include tenants in these types of housing under the directives regarding care homes. Is it the government's intent to protect the cost of rent in these types of housing but make residents subject to the

conditions under care homes? If these types of housing are exempt, please specifically state there is an exemption.

(PUSH-NWO)

A board made up of care givers, tenant advocates, families of residents, and community health workers should be created to oversee conversions and the transfers of care home tenants.

(UTO-NC)

Care homes should be governed under separate legislation rather than included in the general tenant protection legislation.

(FRP, CMHP, RHSA, UDI, Minto, MPM)

The recommendations in the Ontario Residential Care Association submission should be incorporated in any new tenant legislation.

(FRP, CMHP, RHSA, UDI, Minto, MPM)

The care homes provisions of the *Residents' Rights Act* should not be amended.

(TAG, Seiler, QSPC, WSCLS, PCLS, TAG, Winner, PUSH-L)

Support is expressed for these provisions.

(MT)

How will boarding home tenants contact the harassment unit?

(PCLS)

Care home residents should continue to enjoy security of tenure as it currently is defined by the LTA and RCA, 1992.

(ACE, WSCLS, OCBH, WRCLS, NLSLMH)

The following points are the main care-home elements of the proposed tenant-protection package:

Rights of Residents

We strongly urge reconsideration of those mechanisms which could be put in place to monitor tenant protection issues in care homes.

(CMHA-TB)

Care home residents will continue to be entitled to:

Security of Tenure/Privacy

Provisions such as the security of tenure and privacy outlined in other sections of this document.

Short-term absences should not endanger security of tenure.

(Lee)

Written Tenancy Agreements

Legislation governing residential tenancy arrangements ought to distinguish between an ordinary tenancy agreement and the general categories of housing arrangements which are often generally referred to as “care homes”. A further distinction ought to be made between relationships which may be characterized as “supported housing”. We also suggest that it would be sensible to create a distinct legislative enactment governing the relationship between providers of “supportive housing” and their tenants, which could simply form a “Part V” to the *Landlord and Tenant Act*. (Greater detail is found in the ONPHA brief.)

(ONPHA, CCOC, TBACHC)

Every tenancy arrangement involving either “supported housing” and/or “supportive housing” should be in writing. Such agreements should deal with certain prescribed matters.

(ONPHA, CCOC)

The written tenancy agreement should include an itemization in simple language of what is included in the rent. It should also spell out the termination process.

(CARP, WECARP)

All care home tenancies should continue to be governed by a written tenancy agreement clearly identifying (1) the cost of accommodation, (2) the cost of services for which the tenant must pay as a condition of tenancy, and (3) the amount and kind of services this payment entitles them to.

(ACE, WSCLS, OCBH, NLSLMH)

Information Packages

Information packages about facilities and services offered.

Information packages for prospective tenants should include itemization in simple language of the qualifications of all of the staff. The information should be specific about what services are provided, what levels of service are available, how changes in a tenant's level of need will be determined, and what alternative accommodations will be provided, if available, and the assistance available from the care home owner and staff to obtain it.

(CARP, WECARP)

Care home operators should continue to be obligated to provide a care home information package to all tenants as currently defined in legislation, and there should continue to be sanctions for failure to do so. Operators should not be permitted to raise the cost of services or rent if they fail to provide the information. A standard package which includes basic information about tenants rights should be required in all care homes.

(ACE, WSCLS, OCBH, WRCLS)

We recommend that the Care Home Information Package and the Resident Agreement be simplified into a single package. There is no need for the cumbersome packages currently required. A user-friendly information/disclosure agreement would be welcomed by prospects and their families.

(ORCA, EGRR, HHHBA)

Rent Control for Accommodation

Rent control for accommodation, but not for care services or meals.

Object to removal of meals from rent control under Bill 120, *Residents' Rights Act*.

(WELSO, LCHIC, UTO-ER, HMCLS, RCLC, NLSLMH, WRCLS)

There should be some assurance of protection against increases in the charge for services and meals.

(TVP)

Rent control for accommodation should be separated from care services and meals. However, information on the cost of care services and meals should be provided in clear language, delineating choice based on the need and pay levels of the tenant, including the availability of government support.

(CARP)

Any meals or services which care home operators require tenants to pay for as a condition of their condition of tenancy should be subject to the RCA, 1992.

(ACE, WSCLS, OCBH, WRCLS)

We recommend the abolishment of rent control for care homes in any form. The combination of full disclosure and the changing needs of our residents is not compatible with the concept of rent control. An abundance of supply in the retirement home sector has always favoured senior consumers in search of choice. However, regulations negatively affected new supply when compared to new starts prior to August 1994. Prior to rent control, providers were forced to regularly review value added services in order to effectively compete -- something, we believe, was always in the best interests of all senior consumers.

(ORCA, HHHBA)

Notice of Termination

In addition, residents will be entitled to give only 30 days' notice of termination of tenancy if the tenancy has not ended voluntarily (e.g. if the resident requires a higher level of care).

The notice period reduction is supported.

(Porter)

This proposal may be of great benefit to those who must make rapid decisions when changes in health care dictate the need to move to a long-term care facility. However, there is no definition of what does or does not constitute "involuntary". This leaves interpretation open to potential conflict and/or abuse.

(PUSH-NWO)

Short notice should be permitted on death or serious illness, or where increased care is required.

(WELSO, LCHIC, UTO-ER, HMCLS, RCLC, WRCLS, NLSLMH)

Care home tenants should be entitled to vacate a rental unit with a notice of termination of no more than 30 days when they must vacate a rental unit for health reasons in order to transfer to a hospital, nursing home, home for the aged, or other similar facility.

(ACE, WSCLS, OCBH, WRCLS)

A 30-day notice period is a more sensitive time frame for a senior and their family, especially when a death is involved.

(EGRR)

Tenants must provide proper notice of termination of residency or be held responsible for one month's rent.

(CARP)

Rights of Operators

In certain prescribed instances, the providers of supportive housing who offer "shared accommodation" and "second stage" housing, should be entitled to restrict access to the premises by individuals other than the tenants.

(ONPHA, CCOC)

Landlords cannot refuse entry to any person/agency who provides care services.

(OAC)

In circumstances where the accommodation is operated primarily to provide and/or offer care services, the existing grounds for early termination recognized in Part IV of the LTA should be expanded for the benefit of the providers of "supportive housing" to include, as grounds for termination, instances where the provider is of the opinion that the tenant no longer requires the care services offered or that the tenant requires more or other care services than what the provider is in a position to offer.

(ONPHA, CCOC)

A written agreement to terminate a tenancy relationship, entered into immediately prior to or contemporaneously with the time the tenancy agreement is entered into, may be enforced by a landlord pursuant to Part IV of the LTA, particularly in situations involving “respite care” or in situations where an organization offering “shared living” accommodation wishes to employ a “trial period” of occupancy as part of the admission process.

(ONPHA, CCOC)

Care home operators will be entitled to:

Consent Re: Bed Checks

Enter residents' units without notice to provide care or perform bed checks if this is agreed to by the tenant.

Where a care service agreement is in place, there is no need for 24 hours' advance written notice for entry.

(WELSO, LCHIC, UTO-ER, HMCLS, RCLC, WRCLS)

While this type of arrangement may be required and requested by a tenant, there needs to be provision for a formal agreement between the operator and the tenant to set the parameters of the entry and to protect the rights of both parties. For example, what mechanism is in place to give a tenant the right to spontaneously refuse any pre-arranged access for personal reasons or to spontaneously change the terms and conditions for access? What policy will be developed to protect the tenant should the operator not be the service provider?

(PUSH-NWO)

Who will conduct the bed check? If the landlord is not the service provider, can someone else do it?

(OAC)

These tenants should have the same protections as other tenants.

(PCLS, Lee)

Entry should be the result of a written agreement between the parties concerned.

(Lee)

There needs to be more clarification regarding entry rights of landlords in this area. The potential for abuse is great.

(PACE)

Entrance without notice should be agreed to by the tenant or his or her guardian.

(ERTAC)

We support 24 hour access when requested by the resident.

(Porter)

For the sake of privacy, care home operators or their staff should not be allowed to enter a resident's room without knocking or without prior notice for any reason, unless agreed to by the tenant. Exceptions would be in case of an emergency or the need to make repairs (with 24 hours notice).

(CARP, WECARP)

The privacy/access provisions in the LTA should remain in effect for care home tenants, with no specific provision for bed checks.

(HHCHW)

The LTA should be amended to clarify that where the landlord and tenant agree that the landlord is to provide care services to the tenant, the landlord is to have sufficient access to the rental unit to adequately provide the services and for no other purpose.

(ACE, WSCLS, OCBH, WRCLS)

We support 24 hour access when requested by a resident, their family or power of attorney.

(EGRR)

Alternative Facilities

Transfer residents to alternative facilities when the level of care needs change, subject to appropriate protections.

We support this proposal.

(Porter)

Permitting landlords to effect such unilateral “transfers” may contravene the *Health Care Consent Act*.

(TAG, WSCLS, PUSH-L, PUSH-NWO)

The protections of the *Health Care Consent Act* should remain in place for care home residents.

(OCSCO)

Transfers between care homes should be dealt with outside of residential tenancy legislation.

(HHCHW)

Transfer to alternative facilities should be subject to a doctor’s approval.

(ERTAC)

Transfer should only be on consent of the resident or substitute decision-maker, and in conjunction with their doctor and care agencies.

(WELSO, LCHIC, UTO-ER, RCLC, HMCLS,
WRCLS, NLSLMH, UTO-ER, Lee, TMCA)

Providers of “supportive housing” accommodation should be permitted to require that a tenant “relocate” from their premises to other premises for various prescribed reasons.

(ONPHA, CCOC)

The care home operator should be required to work with the local Placement Co-ordination Service when transfer of a tenant to another facility is required. Changes in level of care must be assessed and determined by health care professionals who are independent of the care home operator. “Appropriate protections” for residents must be spelled out. Sensitivity should be heightened when a tenant must be transferred to minimize “transfer trauma” which could exacerbate the tenant’s condition, especially since the average age of a resident in a care home is 83.

(CARP)

No attempt should be made to transfer a care home resident to any other home or facility, whether for reasons of more care or otherwise, without the tenant’s consent or that of an appropriate substitute decision maker in accordance with the *Substitute*

Decisions Act. Care home operators should not be given any authority to transfer tenants.

(ACE, WSCLS, OCBH, WRCLS)

We recommend that residential care and retirement homes be formally included in the mandate of Placement Co-ordination Services. This provides resident protection against unnecessary or inappropriate transfers.

(ORCA, HHHBA)

We recommend that residents who refuse to meet their additional care needs through either private duty nursing or long-term care placement be required to accept the first available long-term care placement. This is important since many jurisdictions across the province have lengthy long-term care waiting lists. It is not in an individual's best interests to remain in a residential care setting when that person's needs exceed the resource available.

(ORCA, HHHBA)

We recommend, in cases where a transfer to a setting other than long-term care may be considered, that the assessment and recommendation of the house physician be required. This ensures that all residents have the right to professional assessment and appropriate placement.

(ORCA, HHHBA)

Admissions to nursing homes and homes for the aged is controlled by the Placement Coordination Service and there is a wait for admission to a long-term care facility.

(TMCA)

A forced move from a care home to a more expensive facility will mean financial hardship for some individuals. How can the operator be given the right to transfer a resident when they are not only making health care decisions but also financial commitments without any legislated requirement for the individual's consent?

(PUSH-NWO)

The discussion paper says that transfers will be subject to “appropriate protections”, but it does not specify what these protections should be or what level of protection would be considered appropriate. There is nothing under the tenant’s rights to ensure that the tenant is the one who has the right to determine if the protection is appropriate.

(PUSH-NWO)

Fast-Track Evictions

Fast-track eviction cases for residents who pose a threat to other residents.

We support this proposal.

(Porter, EGRR)

In a situation where grounds for termination flow from the violent conduct of the tenant or those permitted upon the premises by the tenant, which conduct threatens the physical, emotional and/or mental health and/or safety of the other tenants and/or the landlord, an “interim removal procedure” should be available to the providers of supported and/or supportive housing. This would allow a landlord to secure, on an ‘ex parte’ basis, without notice to the tenant, an order requiring that the tenant leave the premises during proceedings concerning termination of the tenancy agreement, until the court or competent tribunal has determined such proceeding.

(ONPHA, CCOC)

Agree to fast-tracking eviction cases, provided a contingency plan is in place.

(ERTAC, WRHC)

With this proposal, the government is implying that individuals in care homes pose more of a threat to other tenants than individuals in other types of housing. Under the proposed changes, an operator could deem a tenant's general assertiveness and complaints about service or maintenance as “needs care change” or as a threat, and fast-track the eviction of that person. Where is there any consideration for a tenant's right to a hearing due to a “fast-tracked” eviction from a care home that equals the rights of other tenants?

(PUSH-NWO)

There is no justification for “fast tracking” in anything but shared facility care homes.

(TAG, WSCLS)

Care home tenants should be allowed time to correct the problem, dispute the landlord’s claim and access community resources to find a new home. Alternatively, a landlord wishing a fast-track eviction could be responsible for finding alternative accommodations while the eviction is being processed.

(HHCHW)

There are adequate procedures in existing legislation and there is no need for this form of quick and dirty eviction.

(WELSO, LCHIC, UTO-ER, RCLC,
WRCLS, HMCLS, NLSLMH, PCLS)

There should be alternative ways of dealing with these cases, e.g. restraining order.

(OAC)

“Threat” should be specifically, not arbitrarily defined. Merely disrupting peaceful enjoyment of other residents should not be grounds for fast-track eviction. The definition is open to abuse. Fast-track eviction should only include violence and threats of violence.

(Rakus)

Unless there is substantial pressure from tenants, there should be no fast-track eviction procedures available to care home operators. The only sufficient reasons for a fast-track eviction procedure is to protect the rights of other vulnerable tenants from someone who is disruptive or threatening. If a fast-track eviction procedure is introduced, there should be a high threshold for its use including that (1) the remedy only be available for evictions from congregate living arrangements (2) the care home operator must arrange for alternative accommodation, and (3) the care home operator must demonstrate that other tenants are particularly vulnerable to the harm caused by the disruptive tenant. The substantive test should be that the subject of the fast-track eviction proceeding is significantly jeopardizing the health and safety of others and is likely to continue to do so.

(ACE, TMCA, WSCLS, OCBH, WRCLS)

Eviction protection should be the goal, not fast-track evictions.

(QSPC)

Care home tenants should not be subject to eviction procedures that are different from any other tenant.

(OCSCO, Seiler, PUSH-L, Winninger, UTO-ER)

The eviction legal process for shared accommodation, under the LTA (s.107) should be speeded up where the basis for eviction is serious misbehaviour. (See the TCRC brief for details re proposed notification times and quicker court hearings.)

(TCRC)

Right to Convert, etc.

Convert, renovate or demolish facilities as they see fit, on condition that they find alternative, comparable accommodation for residents.

Persons with disabilities and seniors are often forced to move several times in a year, from one care home to another, as operators decide to privatize to attract tenants who can pay higher rents. Moves sometimes separate people from their support networks. The discussion paper refers to 'alternative, comparable accommodation'. What process will be put in place to ensure that the new accommodation is suitable? Will tenants have the right to determine whether or not the alternative is suitable and meets their needs? What consideration will be given to the amount the individual can afford to pay?

(PUSH-NWO)

Concerns were raised with regard to the impact of this measure on care homes.

(OAC, PUSH-L)

There must be rules defining what constitutes an alternate and comparable unit.

(WELSO, LCHIC, HMCLS, UTO-ER, RCLC, WRCLS)

The protection of the RHPA should be maintained for care homes.

(TAG, WSCLS, NLSLMH)

Care home owners must obtain municipal permission before they can convert, renovate or demolish their facility. If their request is approved by the appropriate municipal agency, the home care [sic] owner must find alternative, comparable accommodation for residents. If the rental fee and other care costs have to increase, the home care owner must pay the resident the equivalent of one and a half times the resident's costs at the owner's facility for three months.

(CARP, WECARP)

Care home tenants should be moved to suitable alternate accommodation at the landlord's expense.

(WELSO, LCHIC, HMCLS, UTO-ER, RCLC, WRCLS)

Short-stay Facilities

Therapeutic Rehabilitation Facilities

Facilities that offer temporary accommodations for therapeutic and rehabilitation reasons, such as second-stage shelters and drug rehabilitation centres, will be exempt from the new legislation.

OTHER ISSUES FOR DISCUSSION

Transferring Residents

Should there be a formal process for transferring a resident of a care home to another facility?

There must be a formal process in place for transferring a resident of a care facility.

(ORTA)

Transfer Process

What should the transfer process be?

There must be comprehensive guidelines specifying the process for ensuring that any assessment is done by competent and credible professionals. These individuals should be chosen by and/or with the approval of the tenant prior to an operator having the right to transfer an individual. There must be rules and regulations as to whom is qualified to assess the need for change of care and under what specific circumstances the landlord has the right to 'transfer' a tenant.

(PUSH-NWO)

Alternate Accommodation

How can residents be assured of getting the right kind of alternate accommodation?

MOBILE HOME PARKS AND LAND LEASE COMMUNITIES

The captivity of the consumer should be recognized in land lease situations.

(WELSO, LCHIC, UTO-ER, HMCLS, RCLC, WRCLS)

The proposals reduce the amount of affordable housing available to low income mobile home park tenants. Three principal concerns are the scarcity of sites and long waiting lists, moving costs, and the problems associated with moving older homes.

(LUDO)

Bill 21, the *Land Lease Statute Law Amendment Act*, should be enforced.

(Mathysen)

Security of Tenure/Privacy

Tenants will continue to be protected by provisions such as security of tenure and privacy outlined in other sections of the document.

Mobile home park dwellers need assurances that they will receive protection when a landowner decides to close a park. This is a routine experience across the province as cities annex rural areas encompassing parks, discover the cost of providing city services and force a park's closure.

(STPTA)

People living in mobile home parks are different from other tenants in many ways. The proposed changes will not protect our rights as tenants.

(Tyssen)

If the government is going to allow a mobile home park owner to close the park, then the government should require the park owner to ensure that the tenant has alternative comparable accommodations. The owner should also pay to relocate the tenant.

(Lacey)

The proposals contained in the government's discussion paper will further reduce affordable housing by eliminating the RHPA controls on the conversion of residential properties. In Peterborough County, these conversions will result in the closure of mobile home park communities.

(PCLC)

Rent Control

Tenants will receive rent control protection.

There is support for a landlord to re-lease a site at fair market rent; the new rent should be excluded from further rent control.

(CMHA, CMHP)

The lease should revert to fair, market value after a resale.

(PMRC)

The rent control guideline for mobile home parks and land lease communities should be three times the apartment guideline. In older mobile home parks annual rent increases should be the greater of three times guideline or \$50 per month.

(CMHA, CMHP)

The principle of continuing with the current rent control guideline for sitting tenants is acceptable. However, mobile home parks have two distinct abnormalities that need to be addressed:

- Rents in mobile home parks and land lease communities are considerably less than in apartment buildings and the typical rent control guideline creates an ever-widening difference between these rents. Therefore, we suggest that the guideline formula for these communities be three times that of normal apartments; and

- The majority of older mobile home parks, due to initially low rents and ten years of rent controls, are in dire straits. Chronically depressed rents such as those at \$100 to \$150 per month need to be altered in order to ensure the survival of the community. We believe that the rent control guideline formula can be utilized to remedy this situation. In this regard, UDI-RGI recommends that for chronically depressed rents, monthly rents should increase annually by the greater of: guideline X 3 or \$50.00 per month.

(UDI-RGI)

An application for rent reduction due to inadequate maintenance should be based on “actual cost” of the service.

(CMHA, CMHP)

Any site not previously leased should be treated as new construction and be exempt.

(CMHA, CMHP)

The land lease cost cap should be zero percent.

(PMHA)

There should be some controls on the land lease fee.

(PMRC)

A rent of \$175 per month per site should be permitted.

(White)

Retain the existing rent guideline system in respect of owned-home-leased lots.

(Waldie, McLean)

We urgently request that you seriously reconsider any removal of rent controls in mobile home, modular park communities. Consider very carefully the major differences between rented dwellings and rented land.

(Keane and 57 similar letters from Strathroy)

Land lease tenants should not be treated any differently from other tenants with respect to rent control matters.

(MLC, Winninger)

Mobile home parks should not be treated like apartments. Until the market rent is reached, the guideline should be five times the apartment guideline or \$50 per month, whichever is greater. Rent controls should not be applied to the park site if the home is not the owner's principal residence.

(OMHA)

Cost-Pass-Through Allowance

Landlords will be eligible for a higher cost-pass-through allowance for capital expenditures when a public agency requires infrastructure upgrades (e.g., water and sewer systems).

Allowing higher allowances is unreasonable and unfair. Tenants simply cannot afford these extra costs on top of mortgage payments, rent on the land, maintenance charges, utilities, heating, snow removal, and the costs of 'living out of town' and working 'in town'.

(UTO-NC)

There should be protection for the tenant from increased rents due to greater infrastructure costs that the landlord falsely claims are being charged.

(TVP)

Maintenance should be a pass-through to the resident. There should be a homeowner maintenance committee.

(PMRC, PMHA)

There must be a reasonable cap on the amount passed on to tenants.

(TETA)

This proposal is an outrage. Many of the reported cases involving mobile home parks and land lease communities are about tenants trying to get basic services like water or repairs to outmoded sewage systems. Landlords who have abused tenants by allowing disrepair to occur over years of neglect should not be rewarded by higher rent increases than other landlords. Force these landlords to pour their profits into the upgrades on a systemic and timely basis and not wait for crises to happen like a burst sewage pipes and polluted water systems.

(MLC, LUDO)

The same rights and responsibilities concerning rent control, maintenance, and repair as all other landlords and tenants should apply.

(WELSO, LCHIC, UTO-ER, HMCLS, RCLC, WRCLS, NLSLMH)

Mobile home parks should not be treated like apartments.

(OMHA HHHBA)

Additional capital expenditures should be permitted.

(OMHA, HHHBA, White)

The 4% cap on capital expenditures should be somewhat higher for mobile home parks and land lease communities given that rents are proportionately lower in these communities compared to rental apartments. We recommend, therefore, that increases in capital expenditures be three times the 4% cap (12%).

(UDI-RGI)

The cap on capital expenditures should be 12% or \$50 per month, whichever is greater.

(OMHA, HHHBA)

Tenant/Landlord Rights and Responsibilities

Tenants and landlords will continue to have rights and responsibilities specific to the land-lease arrangement.

For tenants this includes:

Tenant Right to Sell/Lease

The right to sell or lease their home.

We support the charging of market rent on a sublease. The sublease must be subject to all other obligations of the original lease.

(CMHA, CMHP)

This proposal is obviously an error as tenants already have these rights under Bill 21 and they are contained in section 125.2 for mobile homes and section 128.1 for land lease tenants.

(MLC, WELSO, LCHIC, UTO-ER, HMCLS, CLC, WRCLS, TETA)

A sale should not be constrained by undue sublet or assignment of tenancy limitations.

(WELSO, LCHIC, UTO-ER, HMCLS, MCL, RCLC, WRCLS)

The power of management of mobile home parks over tenants in the park where I live is such that management will thwart a tenant in the selling of his/her home. This power over tenants must be curtailed.

(Boyd)

The landlord should be given 72 hours to purchase a unit after being advised that it is for sale.

(Mathyssen)

Right to purchase Goods/Services

The right to purchase whatever goods and services they choose.

Obligation to Maintain

The obligation to maintain their homes.

For landlords this includes:

Landlord Obligation not to Over-charge

The obligation not to charge unreasonable installation or other fees.

Landlord Obligation re: Maintenance

The obligation to maintain the infrastructure and grounds of the park or community.

New rights and responsibilities specific to the land-lease arrangement will include:

Bulletin Board

The landlord's obligation to maintain a publicly accessible bulletin board to display "For Sale" signs, or allow tenants to display "For Sale" signs in the windows of their homes.

Tenants, through their tenancy association, should decide if "for sale" signs will be permitted in windows or on a display board.

(CMHA, CMHP)

Signs should be permitted on the mobile home or on the home's leased land.

(Proudfoot)

It should be the community owner's decision as to whether "for sale" signs should be displayed in the window or on a notice board. Signs should not be placed on land.

(OMHA, HHHBA)

Abandoned Homes

The right for a landlord to remove abandoned homes and their contents from the property after 60 days with a writ of possession, if the owner cannot be contacted by registered mail or other reasonable means, and if proper notice has been published in a newspaper of general distribution.

After 60 days, the landlord should be allowed to sell the home (similar to the power of sale) and to pay costs and creditors, with the balance held in trust for the tenant.

(CMHA, CMHP)

Abandoned homes are a special problem within land lease communities. The removal of an abandoned home from a site is not only very expensive but could also reduce its value. At the discretion of the landlord, once it has been determined that the home is abandoned and after the 60 day period suggested has expired, the landlord should be permitted to sell the home much like a power of sale. From the money received, the landlord would receive shortfalls in rent and reasonable costs, creditors registered to the home will be paid and the balance placed in trust for the tenant.

(UDI-RGI)

There is no need for such an extra provision. Currently, when a mobile home park landlord obtains a writ of possession pursuant to s.113 of the LTA, he or she has a right to enforce that writ within seven days of judgment, not 60. Presumably, the government proposes to put this into the legislation to make sure landlords feel they have a right to remove trailers from their land where tenants cannot afford to remove them. However, as they already have this right, and there are no reported cases where a decision has been made otherwise, it seems unnecessary.

(MLC)

The discussion paper suggests a 60-day time period before the landlord can dispose of the mobile home. I do not agree with such a short time period before disposal. Many tenants like myself leave the trailer park during the winter months. We are absent for long periods of time. There could possibly be a situation where I could not return to the trailer park on time at the beginning of the season or where I could be absent from the park for a period of time during the normal season. There must be some kind of safeguard in place to make sure that landlords do not blindly make assumptions that if tenants are away for a long time, this means they have abandoned their mobile home. I feel that mobile home tenants are particularly vulnerable because the loss of their home or tenancy can often lead to a loss of their main financial investment. If we lose our homes, we basically lose our financial security.

(Lacey)

Longer time periods should apply.

(WELSO, LCHIC, UTO-ER, HMCLS, RCLC, WRCLS)

The provisions of the *Residential Tenancies Act, 1979*, should be adopted.

(NLSLMH)

There must be some provision for alternate comparable accommodation in the event of a conversion or full compensation for the loss or diminished value.

(WELSO, LCHIC, UTO-ER, HMCLS, RCLC, WRCLS)

OTHER ISSUES FOR DISCUSSION

Capital Expenditure Cap

What cap should be placed on the special cost-pass-through provisions for capital expenditures required by a public agency?

When a public agency requires an infrastructure upgrade, the actual costs involved, as attested by the approval agency, should be amortized and added to the rent. Tenants should have the option of paying this expenditure as a lump sum.

(CMHA)

MISCELLANEOUS WITNESS RECOMMENDATIONS

Support for the Tenant Protection Package

Streamlining the system is essential.

(Carter)

The new legislation will encourage the private market to provide additional affordable housing in the communities where there is a need.

(EML, GWHBA)

The Committee should move ahead with the reform proposals.

(BCRAO, PDLA)

Change in the rent control system is one of the steps necessary to restore a balanced housing market.

(MTABA, OREA, Fuerth, SPLA)

Opposition to the Tenant Protection Package

The proposals are incomplete, vague and inappropriate. Do not proceed with the proposals. Instead, the government should undertake community consultations and public hearings prior to any new legislation.

(MLC)

The proposed system assumes that all tenants are capable of making an appeal and that the relative abilities of landlords and tenants to advocate are equal.

(UTO-NC)

How does the existing system not protect tenants? Cannot the enforcement of property standards be improved under the present system?

(Zwicker)

The proposals are not supported.

(UTO-TB, Bruneau, YRCSJ, WSCLS
CAWCDG, WWIC, JNTHH, Life Spin, PTA, UCO, SCCP, VIP)

The Committee should recommend that these proposals be scrapped and that new proposals for rental housing supply be brought forward based on a recognition of the lack of effective market demand.

(Hulchanski, BACW)

The proposed legislation does little to ensure the stock of rental units. It takes away tenant rights to affordable housing, and severely restricts the services that have kept tenants informed of their rights.

(JSTA)

There is no protection in the TPP.

(UTO, FMTA, EYNDPRA, RPTA, NLS, Panzuto, WELSO, LCHIC, RCLC, LWHTA, LCMTYR, WSCLS, HMLCS, ORMA, UTO-ER, Novac, Johns)

The proposals in *New Directions* should be rejected in their entirety.

(TAG, Levitt, MNSJ, Quick, MTLs, CHFCOR, NLS, WSCLS, WTA, LDLC)

The TPP should not proceed.

(WELSO, LCHIC, HMLCS, Balloosingh, KAN, RCLC, Mender, UTO-ER, CAWCDG, Krall, NLSLMH)

The TPP does not address the creation of new affordable rental housing.

(CFSSO, TCRC, RPTA, LWHTA, EYTA, CHFCOR, Hulchanski, VCAPHC, Proudfoot, HF, WRHC, LDLC, Mathysen, ELUCOC, Johns, OSG, TACNWH, WECA, Krall, LAW, WELIFT, WEBLC, Werner, Schlichter)

This legislation is not satisfactory to the industry. There is a need to create an environment for the private sector to build rental housing.

(Goldlist)

Unless the government is prepared to move to a market-based rental system, the current rent control system should be retained.

(Danzig)

The RCA, the RHPA and the LTA should be maintained. The TPP proposals should be abandoned and the government should work on a comprehensive housing strategy.

(Hall, OCSCO, McConnell, Tabuns, OWN, SSG, Gardner, Seiler, RPTA, Banville, SDSJC, WRCLS, Life Spin, MacIssac)

The current legislation should be updated and consolidated.

(ETA)

Tenants are deeply concerned about your government's desire to remove:

- rent control and the rent registry system;
- protections against unfair eviction;
- landlord's obligation to act fairly
- landlord-tenant court proceedings
- controls on conversion and demolition of rental housing when no alternative housing is available

We recommend that you re-think your position on tenant protection legislation.

(RYGTA)

The impacts of the TPP include rent gouging, "dehousing", demolition and conversion of rental stock, and glutting the condo market.

(Hulchanski)

Other Comments on the Tenant Protection Package

The proposals for changing legislation should be reviewed in light of the stated goals. Some of the proposals seem contrary to the achievement of these goals.

(PSPC, AL, SPRCH)

The TPP and related legislation should treat both landlords and tenants fairly.

(GR, Robbins)

A preamble should recognize that there are both bad landlords and tenants with respect to harassment and maintenance.

(Harper)

I would like to see a thorough public education program tied in to the tenant protection proposals. I would also like it made clear that harassment of tenants due to their disabilities will be punished.

(PACE)

A tenants' rights education campaign geared towards young or first-time renters is an important initiative which should be included in future proposals.

(ONDY)

Whatever you call this legislation, don't include the words "tenant" or "landlord". Use something like "lessee" and "lessor". Also, do not call it "tenant protection legislation".

(TV)

Landlords in small communities should be considered when developing new legislation.

(KDI)

Most of the proposals in the TPP seem to be responses to the situation in large cities, particularly Toronto. The demographics, social structure and housing needs vary between cities and between cities and rural areas. We suggest that organized areas and cities be permitted to overrule the RCA and related legislation by means of local bylaws. This will enable communities to respond to their specific needs, more quickly and efficiently than is possible with provincial legislation.

(STPTA)

The issues and concerns that cause the need for rent control appear to originate in the Toronto region. Legislation would be more effective if it did not cover smaller areas outside of that region.

(PDHBA)

The entire province is not called Toronto. The best tenant protection is ample accommodation.

(HDAA)

The government should strive for a simplified act because a lot of tenants and landlords are unsophisticated.

(TV)

It was hoped that the TPP would include modifications to recent amendments permitting pets.

(UC)

Motivation to Build and Administrative/Financial Burden on Rental Housing

There is no evidence that landlords and developers will invest in affordable housing, even if the rules are loosened and the system is changed. Evidence from other jurisdictions suggests that the removal of rent control simply makes existing housing more expensive, but does nothing to increase the availability of affordable housing.

(KALC, Life Spin, LATA, CAWCDG, WECARP, LAW)

The tenant protection proposals will not motivate new rental housing. They are only a slight relaxation of the existing scheme. As well, new development and construction is so expensive that existing rental is unbeatable competition.

(BLHL, RP, LHBA, WRTC, KWHBA, WPIRG)

Industry reports have shown that the removal of rent controls will not be enough to stimulate new rental housing construction. Other major changes will be necessary and they are beyond the scope of this discussion paper.

(Walker, MTLs, HRCS, CCOC, SCTA, STTA, FOCTA, DCLS, SHACH, HMLCS, SHCGP)

The government should investigate other ways of reducing costs to make building affordable rental housing more attractive to developers and landlords.

(MTLS, LHBA, PDHBA)

From a builder's perspective, the proposals in the discussion paper on their own will not result in a major infusion of monies into new rental investment. However, we also recognize that transitional measures are appropriate to acclimatize the industry, the public and the provincial government to a new system.

(OHBA, TBHBA)

The proposed modification of the rent control system will fail. It will not create more rental apartment projects, new jobs or increased tax revenues. A three-step alternative is outlined in the brief.

(Vari)

The government wants a free market solution without getting its fingers wet. This is an abrogation of responsibilities.

(WSCLS)

We suggest that the government give cash incentives to be tied into certain conditions. (For further details on increases in capital expenditures, capital reserve fund, etc., please see the submission). In order to determine which developers the government may not wish to support, government should go through all the records of the Registry and see the amount of money landlords have charged for capital expenditure and operating costs pertaining to maintenance and repairs. The government should also physically inspect all buildings and assess which landlords took the highest increases above the guidelines yet have the worst maintained buildings. This becomes the data base for the government to use when assessing which developer/landlord should not receive a building incentive.

(WSCLS)

The construction industry has chosen to shy away from rental housing development because of the following real impediments: high property taxes; land transfer taxes; costly red tape; obstructive zoning regulations; government approval delays; high cost of construction material; high cost of land; high cost of union labour, etc.

(RYGTA)

The proposals are a step in the right direction, although much negated by the proposal to reinstate rent control when a unit is reoccupied. But there is more to it than removing rent control. You must look at the costs associated with the Ontario *Building Code*, the effect of the GST, property tax inequities, and development charges. Consult the brief for further details.

(UC)

On their own, the proposals will not result in more rental housing. A broader set of legislative and regulatory reforms is required to provide the proper conditions for the construction of rental housing and bridge the gap between market and economic rents. These include the following: regulatory streamlining; building requirements; planning and design control; the *Development Charges Act*; property taxes; and the GST. Details can be found in the OCHBA brief.

(OCHBA, KDI)

Hearings/Consultation on the Tenant Protection Package

The hearings should be extended to hear other groups.

(TCRC)

The government should invite tenant, municipal and landlord representatives to a round table discussion on the proposals.

(CML, Ballo Singh, Hollingsworth, WPIRG, WRHC)

An advisory committee should be struck with representatives from all relevant ministries, tenants, people in care homes, landlords and developers, legal clinics, and community groups to review this legislation and consult on the impact of implementation.

(QSPC, WELIFT)

The introduction of legislation should be delayed so that an independent body can be established in order to examine the impact of the changes.

(PCLS, WECA)

The consultation process does not address the assumptions which underline the proposals.

(SHACH)

We demand that there be extensive public hearings respecting the legislation drafted following these hearings.

(PCLC, FOCTA, DCLS)

Legislation should be delayed until all avenues have been explored.

(Baird)

The discussion document does not mention social housing. The current legislation has dealt with social housing as an afterthought, leading to confusion in the courts. The Committee is encouraged to have a special consultation with social housing providers.

(CCOC)

Rent Control Act

Rent should be based upon the area of the apartment.

(Zeus)

Rent control should be self-funded within the industry. See the brief for details.

(SPLA)

Section 3(1) of the Act should be amended to exempt recreational lots owned by the government of Ontario, conservation authorities or other public agencies. See the UTRCA brief for details.

(UTRCA)

Section 3(1) should be amended to exclude campgrounds/trailer parks with a season of less than six months.

(PMRC)

No negotiation outside of the legislation should be permitted.

(HHCHW)

Phasing Out of Rent Control

Rent controls should be completely eliminated. This elimination must be tied to the removal of other impediments to rental housing development and to supply and income assistance for tenants.

(Peel, LHBA)

The government should establish rules of fair conduct and act as an independent arbitrator of disputes.

(Spencer)

Rent increases should be left to negotiation between landlords and tenants, with a system of arbitration for those instances where agreements cannot be reached.

(Danzig)

Rent control should be phased out over four years.

(KWHBA)

Rent control should be scrapped.

(Dmytro, SPLA, Miller, WRAMA, LHBA, LPMA, OMHA, BLHL, FH, PDLA)

Market place rent control is the best rent control mechanism.

(PDHBA, AON)

The market place should determine rent. Rent control should be maintained only in those places where it is necessary.

(ETC)

Impact of Rent Control

Ending rent controls will have no positive impact on the supply problem - the lack of effective market demand.

(Hulchanski, CHFCOR)

With or without rent controls, landlords make individual decisions on maintenance based on the expected market resale value of their property.

(Hulchanski)

If there was effective market demand for new rental buildings, they would be built. If there is mainly or only social need, the market will not respond.

(Hulchanski)

Chronically-depressed Rents

The consultation paper does not mention relief for landlords of properties (including mobile home park owners) where rents are chronically-depressed relative to their true market value.

0(Castellani, Dymtro, GHI, OMHA, MJW)

Landlords collecting below average or economic rents should be allowed to collect the rents they are taxed on. This would offer advantages to landlords, taxpayers, tenants, the housing industry, and government.

(AE)

When the rent in a unit is less than the benchmark, a landlord should be allowed to charge an additional amount over and above the current annual increase. This amount would be the greater of: 1) an additional 4% annually; 2) \$50 a month

annually; or 3) 15% to 20% of the difference between the chronically-depressed and market rent, per month, annually.

(ORLA)

Any new legislation should include higher increases (e.g. 5% above the guideline for three years) for units which are 15% below the average rent as computed annually by Canada Mortgage and Housing Corporation (CMHC).

(APE)

Vacancy decontrol provisions do not solve the problem of dramatically depressed rents that the mobile home park and land lease community industry is experiencing. The reason being that with rents averaging below \$150.00 per month, the turn-over of existing tenants is very slow, likely well below traditional apartment statistics. As a result, it may be years before a community can reach market rent.

(UDI-RGI)

Capital Reserve Fund

We urge the Minister to consider the establishment of a capital reserve fund as a possible solution to the capital expenditure problem. Such a reserve could be funded by the landlords out of the guideline increase and by other means, but not from any extra charge imposed on tenants.

(OWN, ETA)

The province should institute a maintenance reserve fund. Landlords would be required to contribute a certain percentage of their rent income to a centralized fund. This fund would act as an insurance plan which landlords could use if major capital expenditures were needed to be made to their buildings or land lease communities. Such an initiative would ensure that the portion of the rent is actually used for repairs.

(MTLS, TETA)

Government, municipalities and landlords should prepare a plan of which buildings are restorable. After the capital reserve fund is initiated, this money can be loaned to the landlords at a lower rate of interest. For further details, see the submission.

(WSCLS)

The concept of capital reserve funds is very complex and it is very unfair, both to landlords and to tenants. The tenants in the newest buildings, which typically have the highest rents, would end up paying most into the reserve funds, but those

buildings have the least need of repair. The oldest buildings, which have the greatest need of repair, would end up making the lowest amount of contributions, and there simply would not be enough funds to provide for adequate capital expenditures. The tenants who receive the benefit of those capital improvements should be the ones who pay, and those who do not receive any benefit should not have to pay.

(CCP)

A portion of each tenant's monthly rent should be deposited in a separate bank account. The account would be registered to the building, not the landlord, and it would be used solely for the purpose of making major capital improvements to the building.

(Walker)

Landlords should set up and maintain a reserve fund.

(HPTA)

Building-specific capital reserve funds should be established by landlords out of current rents and guideline increases.

(Hall, TAG, ACOMO, McConnell, RPTA, HPTA, WSCLS)

Equalization of Rents

There should be provision for equalization of rents within a building.

(MDSA, ETC)

The ability to equalize rents should be restored within the legislation, subject to an annual cap of 4%.

(Andrade)

Exemption from Rent Control: Non-profit Housing

Assurance is requested that the present exemption be continued.

(MT)

Cleaning and Damages

Since the RCA introduced a requirement that landlords should take their tenants to court to collect for damages or cleaning charges, many departing tenants choose to leave the cleaning of their units to the landlord. We propose a more cost-effective way to deal with these issues. (See brief for details on move-in

move-out reports, cost-recovery of cleaning, repair of tenant damages, and mediation in the case of disputes.)

(MMC)

Sections 23 to 28

Sections 23 to 28 (inclusive) of the current RTA should be eliminated from any new tenant protection act. The grounds set out in these sections constitute duplication with the current LTA and have led to a multiplicity of proceedings.

(UDI, Minto)

Rent Control Hearings and Procedures

Steps should be taken to reduce the likelihood of “marathon” hearings by requiring parties to provide particulars in advance of a hearing.

(GR)

New legislation should preclude the filing of additional evidence and argument after the hearing, unless specifically directed by the hearing officer.

(GR)

Notices of rent increase should be simplified.

(GR)

Maintenance

General provincial and municipal property standards should be made known to landlords and tenants. They should also be reviewed every five years, especially in regard to fire prevention.

(CARP)

The landlord’s maintenance obligations relate to the “rental site” and “support infrastructure”; the tenant is responsible for their unit. Legislation must allow the municipality to deal with the tenant in regards to property standards violations pertaining to the unit.

(CMHA, CMHP)

Building Inspection and Standards

The government should place major acts and regulations governing building design, and new and retrofit construction under one ministry or administrative authority.

(JCC)

Regulations should be streamlined while not compromising legitimate safety and environmental concerns.

(OREA, LHBA)

Enforcement of building, fire and property standards should be placed in the hands of one municipal inspectorate.

(JCC)

Building officials should be able to exercise discretion in accepting innovative approaches to building designs.

(JCC)

The government should review the participation of interest groups on the Ontario *Building Code* advisory committees.

(JCC)

No rent increase should be allowed without a 'certificate of standards compliance' being issued by a municipality. It would be the responsibility of the owner to obtain the certificate from the appropriate authority.

(SDGLC)

Landlord And Tenant Act

Leases should be mandatory at all times.

(Cosgrove)

There is concern regarding the rights of minors (16 ot 18 years of age) to sign a lease.

(WRCSJ)

Specific proposals are put forward with respect to administrative issues associated with police and Crown enforcement of penal provisions and award of costs. See the TAG brief for details.

(TAG, WSCLS)

Detailed procedural issues and recommendations are made with respect to tenant applications, counter applications, applicability of rules, service, and payment into and out of court. See the TAG brief for details.

(TAG, WSCLS)

Issues related to anti-social behaviour should be separated from arrears.

(SHCGP)

Tenants must be given the right to deduct from next month's rent cheque any services not provided by the landlord.

(Dave)

A tenant should be allowed to give the two-month notice required to vacate tenancies month to month on the first day of the month, when rent is due.

(SDGLC)

The sale of a property is a fair and viable reason to terminate a lease at the end of the term.

(LSHC, UC)

A notice of termination should include reference to a landlord having the right to show a unit while the tenant is still in possession.

(LSHC, UC)

There should be a form of early termination of a tenancy permitted on death or in the event of serious illness.

(WELSO, HMLCS, LCHIC, UTO-ER, WSCLS, RCLC, CLSNS, MLCS)

Current termination notice periods should be reduced and include the following: 1) the time permitted a tenant to pay arrears should be reduced to seven days from 14 and 2) the time for termination of a tenancy for cause should be reduced to 10 days from 20.

(KDI)

There should be a complete code of procedure in landlord and tenant matters.

(MLC)

Tenants should pay directly for electricity consumption. Individual metering should be installed by Ontario Hydro.

(Danzig, Fuerth)

The term “landlord” is unnecessary historical link to feudal days. It carries a connotation of dominance which is not in keeping with the intent of the law. Plain language such as “owner” and “tenant” would be appropriate.

(SDGLC)

Hotel, motel, bed and breakfast and other commercial establishments should not be regulated under the Act.

(Kabidis)

Enforcement of the LTA should be moved to the Small Claims Court.

(Miller)

Amendments

Amendments should ensure that the Act applies to residential tenants and not to the recreational tourist. It must make clear what constitutes a mobile home and a park model trailer.

(OPCA, SS)

The exemption for shared facilities should be extended to include subtenants.

(LSHC, UC)

The Act should be amended so that where the action is because of rental arrears and there is no dispute, the plaintiff shall submit affidavit evidence of the amount of arrears owing and the judge shall render judgment on the basis of that evidence.

(Peel)

The Act should be amended to require that written leave to appeal be obtained and the stay be effective only until such time as the leave application is heard on an expedited basis. During the appeal the tenant must be required to continue to pay

into the court all monies owed and failure to pay into the court must be grounds to stay the appeal.

(Peel)

The judicial process associated with administration of the Act should provide for full evidence disclosure in advance of any hearing before a Registrar or Judge and the right to postpone proceedings by either party limited to one occurrence.

(Peel)

The Act should be amended to require that payment of rent owed in dispute to the Clerk of the Court must be strictly applied.

(Peel, CHVD)

The concept of Notice of Termination must be retained but the notice period should be reduced for rent default.

(Zarnett)

The Act should be amended to: streamline the procedure; permit Judges to make orders for repair; permit tenants to obtain “cease and desist” orders for tenant harassment; clarify procedure for disposal of goods left on premises; provide expedited trial and appeal process where landlord/tenant life or safety is affected; simplify forms; permit greater access to show property for sale; and allow on assignment or sublet rent increases to market levels on 90 days notice. See the Zarnett brief for details.

(Zarnett)

The landlord’s obligation to maintain the rented residential premises should be a “strict liability.”

(TAG, WSCLS)

“Abandonment” of the premises should be clearly defined.

(TAG, WSCLS)

The Act should be amended to clarify that only the entering into a written or verbal lease constitutes the creation of a tenancy.

(Peel)

Rules regarding Agreements to Terminate must be clarified.

(TAG, WSCLS)

It should be clarified that “interfering with the reasonable enjoyment of the premises by the landlord” only applies to resident landlords.

(TAG, WSCLS)

Exempt suites in private homes from the *LTA*.

(Stukas)

Exempt four-plexes from the *LTA*.

(Attenborough)

The legislation should be amended to require that a motion to set aside a judgement be on notice to the landlord.

(CHVD)

Provisions of Part IV of the Act (Residential Tenancies) should be removed from that legislation. The legislation thereafter would only apply to commercial tenancies.

(MMC)

It must be made even more clear that Part IV of the Act should be paramount to govern the relationship arising out of any residential tenancy.

(TAG, WSCLS)

Legislative protections for tenants who face violence in rental accommodation should be included as Part V of the Act. Based on the protections contained in Saskatchewan’s *Victims of Domestic Violence Act*, they would allow tenants to obtain protection on an ex parte basis after having proven the risk of violence on a balance of probabilities. Consult the brief for further details.

(OHCLC)

The Act should be amended to amalgamate the section 94 process into section 113 process to allow the court to award the cost of the damage as a remedy under section 113.

(Peel)

Section 106(5) should be amended to state that this section only applies to applications for rental arrears and not for any other cause of action contained within the same application.

(Peel)

There is no obvious reason for the “illegal act” ground for eviction in section 107(1)(b).

(TAG, WSCLS)

The Act (section 113) should be amended to set out limits for the abatement of rent both for subject matter (only heat, water, etc.) and reflective of the monthly rent paid. A repair completed within a reasonable period of time cannot be the subject of an abatement claim.

(Peel)

Section 113 should be amended to provide jurisdiction to the court for an order for the payment of the income loss suffered as a result of the misrepresentation of the income of public housing tenants.

(Peel)

The Act (section 113(8) and (9)) should be amended to allow set asides only for Registrar's judgments, identify that a judgment is final when pronounced, and state that the court is *functus officio* after execution of any writ of possession.

(Peel)

The Act should be amended to either eliminate the set aside provisions (sections 113(8) and (9)) in favour of the right of appeal or the granting of the set aside be made an exception for significant cases where set-aside is absolutely necessary; see Peel brief Appendix 1 for details.

(Peel)

Section 122(2) (discretionary power of a judge) should be removed from the Act.

(Peel)

The Act should be amended to empower Registrars to award costs where default judgments are issued.

(Peel)

Information and Forms

Posting of information (name and address of landlord, and summary of Part IV of the Act) is the most ignored requirement of the Act. If it is not posted, a tenant should not pay rent.

(UTO-NC)

Visually impaired tenants should be taken into consideration when notices are posted.

(Winninger)

Tenancy agreements or leases should be required to contain the full name and address of the owner. At the moment, a large number of tenancies in Ontario are subject to tenancy agreements as opposed to leases. The former are often unwritten and can create great doubt as to the legal position of the parties. Some form of tenancy agreement should be made mandatory.

(SDGLC)

Landlords must post the market rent for units in their buildings in a spot that is visible to potential renters.

(NTTN)

The dissemination of information - an abbreviated form of the LTA - should be made a mandatory part of signing a lease.

(CFSO)

The system should be made more accessible in terms of forms for standard leases and certificates issued with the assistance of the Canadian Bar Association - Ontario.

(SDGLC)

There should be standard forms that relate to tenant applications under the Act. See the TAG brief for details.

(WELSO, LCHIC, UTO-ER, TAG, WSCLS, RCLC,
LAW, WRCLS, CLSNS, MLCS, HMLCS)

Standard forms should be available for both landlord and tenant purposes.

(MLC, CLSNS, MLCS)

Any renewal form or rent increase form should advise tenants that they have a right to become a month to month tenant.

(FOCTA)

Landlords should be obliged to provide tenants with receipts.

(Winninger)

An owner should be required to provide a new tenant with a certificate stating what the previous tenant was charged. Misrepresentations of such rent should be an offence and subject to a severe penalty.

(SDGLC)

Pets

Outlaw waiver forms that allow landlords to deny tenants their right to have pets.

(Sheridan)

The current “pets everywhere” legislation should be eliminated.

(Mansell, Danzig)

If landlords and tenants agree that no pets are allowed, this agreement should be honoured for the duration of the lease. At the present time, landlords have no recourse if tenants decide to obtain pets at a later date.

(Cirone)

Tenants should be held accountable by law for any negligence as it relates to pets during their tenancy and upon its termination.

(KDI)

A pet deposit in the neighbourhood of \$500 would encourage a tenant to be responsible for their animal.

(AON)

Landlord Rights

Protection for landlords is needed and overdue in order for there to be balance in the system.

(APE, KDI, PTEMP)

Tenants receive free advice and representation to help them through the system. Landlords need an equal level of assistance to right the balance.

(RC, PDHBA)

There should be an effective method of compensation available to landlords when tenants have caused property damage.

(Cirone, Kluensch, DAMPA)

A landlord should have the right to give notice to a bad tenant and know that under the law they must leave.

(Casey, DAMPA)

Payment of Rent

Where tenants receive public assistance, a mechanism for direct payment to the landlord should be established in cases where rent is not paid or is late.

(OREA, WRAMA)

In order to ensure payment of rent by welfare recipients, the government should pay the rent directly to the landlord.

(Cirone, PDHBA, RC, Smar, Robbins)

The government should co-sign leases for welfare rental applicants in exchange for rent concessions.

(Thomson)

There should be better safeguards in place for landlords to collect unpaid rent. The current method of rent recovery through the courts is ineffective.

(Cirone)

Tenants should pay disputed rent amounts into the court. Failing this, the landlord should have the right to recover the premises immediately after the two-week waiting period.

(Thomson)

The last month's rent should be guaranteed by the government. Landlords should be allowed to recover lost rents from government cheques via Small Claims Court.

(Robbins)

A tenant should be given seven days, not 14, to pay rent in arrears after a notice has been given.

(LSHC, UC)

Make welfare benefits garnishable. The current immunity from paying debts is a form of welfare fraud that all the public pays for (increased rent, gas, hydro, phone, cable, etc.)

(Thomson)

The LTA should permit voluntary prepaid rent to be placed in trust accounts for mobile home parks/land lease communities.

(OMHA, HHHBA)

The landlord should be able to sue for rent lost in vacant months after an eviction.

(Thomson)

Licensing Landlords

Landlords should be licenced.

(WELSO, LCHIC, UTO-ER, RCLC, HR-SL, LATA, WRCLS,
UTO-ER, KALC, TAG, WSCLS, HMLCS, CLSNS)

Make it mandatory for landlords to obtain licences to operate their business of rental housing at a fee. The licence would be renewed periodically (e.g., every two years). If work orders are pending, then the licence can be renewed only at a higher fee. This higher fee could be utilized by the City to recover some cost of enforcement.

(WSCLS)

Deposits

Consideration should be given to requiring that deposits be returned after one year of reliable tenancy.

(FOCTA)

Security

Mandatory 24-hour security should be legislated for all high-rise apartments.

(ACT)

Tenants who are the targets of violence in rental accommodation should be allowed to leave their residence without penalty in those cases where the landlord is unwilling or unable to provide the necessary level of security.

(OHCLC)

Landlord and Tenant Education

There should be more money and support for tenant rights education.

(OCSCO)

We do see a role for housing resource centres in your plan to revise the many changes to the LTA that will affect tenants and the coordinated access system for the housing authority, co-ops and the non-profit projects.

(HR-SL)

The government should fund tenant organizations to help tenants understand their responsibilities and their rights and to fight the bad landlords.

(BACW)

Funding should be restored to tenant counselling agencies.

(Winner)

Tenant organizations should be funded locally and provincially through a rent check-off system of one dollar per unit per month. This could be administered through the municipal tax system.

(TV)

Advocates should be funded for tenants.

(QSPC, ORMA)

Due to monetary and transportation restrictions, many rural tenants require greater access to information sources re their rights.

(UTO-ER)

Landlords' organizations should be encouraged to hold training seminars.

(HPTA)

A certified training course should be developed for superintendents.

(ETA)

Dispute-Resolution System

Local Registrars should be given an expanded role to pre-try, mediate and attempt to resolve disputes before they proceed to a judge. See the Zarnett brief for details.

(Zarnett)

Arrears cases should be streamed into two separate groups. Arrears cases should proceed to court reported by evidence. To provide for tenant protection, judges would be given the power to impose sanctions. This system can use existing resources and reduce costs. See the Zarnett brief for details.

(Zarnett)

Tenants must have remedies available through an adjudicative body to not only order landlords to comply with repair and maintenance obligations but also to compensate tenants for losses.

(WELSO, LCHIC, UTO-ER, WSCLS, RCLC, CLSNS, HMLCS, MLCS)

The resolution of disputes between co-tenants should be dealt with through the incorporation of summary procedures for the resolution of such disputes.

(WELSO, LCHIC, UTO-ER, HMLCS, WSCLS, RCLC)

Consider the three proposals outlined in my paper. The application of practical and applied ergonomics by incorporating analyses, design, as well as testing and evaluating living arrangement systems in a restructuring process; counseling and training to improve communication skills between landlords and tenants; as well as human relations. (See submission for further details.) This concept has been successfully tried in a pilot project on Villa Street in Thunder Bay for the past eight years.

(Schoor)

A new dispute resolution system must be put in place to solve problems such as pets, etc. within a fifteen day time period. This would help eliminate the need for the general court system.

(Kabidis)

In order to ensure a high standard of fairness, we recommend that the *Statutory Powers Procedure Act* apply to the dispute-resolution system.

(MLCS, CLSNS)

A “duty judge” process should be used for the initial screening, issuance of default judgments (including the power to award costs) and determination as to whether a real dispute exists.

(FRP, CMHP, RHSA, UDI, Minto, MPM)

We believe that a truly active duty counsel program that is designed to fit the needs of the local community is an efficient way to assist tenants, the courts and landlords.

(WELSO)

In the case of rent arrears disputes, failure by the tenant to pay the full amount owing into the system pending adjudication should result in the duty officer signing a judgment, inclusive of costs.

(FRP, CMHP, RHSA, UDI, Minto, MPM)

Provision should be made that adjudicators need “have regard to” existing decisions in common law and by adjudicators at the same level.

(FRP, CMHP, RHSA, UDI, Minto, MPM)

Written reasons should be produced if requested by either party. Proceedings should also be audio taped and the tapes retained for a specified period of time so that transcripts may be ordered by parties, at their own expense, should they be felt to be of assistance on appeal.

(FRP, CMHP, RHSA, UDI, Minto, MPM)

The new tenant protection legislation should include mandatory time lines for decision making. In landlord and tenant disputes, no more than 30 days should be allowed from issuance of a notice of early termination for non-payment of rent or breach of obligations for setting a date, conduct of the hearing, rendering of the decision and issuance of the writ of possession, where justified. Applications for rent increases should be heard and disposed of, including time allowed for appeal,

within the 90 day notice period so that both parties will know the legal rent before the effective date.

(FRP, CMHP, RHSA, UDI, Minto, MPM)

Tribunals and appeals must be quicker.

(PDLA)

The legislation should recognize that parties may enter into agreements to the contrary.

(GR)

An official transcript ought to be available in cases involving an amount of money above a specified threshold.

(GR)

Hearing officers must be trained in matters of evidence and the conduct of a hearing and have the power to award costs in appropriate circumstances.

(GR)

A cooling off period should be permitted and “duty counsel” should be available for parties unable to afford representation.

(GR)

The new legislation should provide that “All decisions shall be based on the real merits and justice of the case.”

(GR)

A party ought to be entitled to request written reasons for the decision within 30 days of the decision.

(GR)

Security of Tenure and Conversions

An inexpensive way to keep vacancy rates from becoming too low is to ensure that rental units are not converted to other uses.

(WAWG)

In the case of a conversion, the *Condominium Act* should be amended to require conversion declarants obtain a Reserve Fund Study before the condominium is registered. See the ACMO brief for details.

(ACMO)

Conversion declarants should be required to ensure sufficient funds are currently on hand for the reserve fund on closing. See the ACMO brief for details.

(ACMO)

The *Condominium Act* should be amended to require conversion declarants obtain a Technical Audit Report disclosing all building deficiencies (not just those limited by the Ontario New Home Warranty Program) before the condominium is registered. The conversion declarant should be obligated to complete those repairs prior to selling units.

(ACMO)

The Ontario New Home Warranty Program should be made applicable to conversion buildings.

(ACMO)

The *Condominium Act* (section 52) should be amended to address a conversion disclosure statement, a Technical Audit Study and the adequacy of the reserve fund to purchasers. See the ACMO brief for details.

(ACMO)

Care Homes

We recommend rent increase notices be distributed to any family designate identified in a tenancy agreement. This addresses a growing family sensitivity not considered in the current legislation.

(ORCA, EGRR, HHHBA)

We recommend that as a condition of admission to a care home, prospects be required to purchase a full service agreement -- including accommodation. Nothing in the proposed legislation should be interpreted to allow individuals to unbundle a basic service package.

(ORCA, HHHBA)

We recommend that “short term stays”, which are exempt from the current and proposed legislation, be expanded to include the terms “respite and convalescent” care. This recognizes a growing and much needed service that many families and older consumers purchase.

(ORCA, HHHBA)

We support the abolition of the *Residents’ Rights Act* and the removal of care homes from the RHPA. Consult the brief for further recommendations.

(Porter)

We support the need for full information disclosure so that seniors can make informed, appropriate choices when choosing a care home.

(EGRR)

Mobile Home Parks/Land Lease Communities

The current legislation should stand until the creation of a committee made up of government representatives, as well as rural and northern residents of these communities and their landlords.

(UTO-NC, DAMPA, CMHA, TETA, PMRC, PMHA)

There should be a separate set of laws controlling mobile home park owners.

(Halls, PTEMP)

There should be a separate section of the new legislation governing mobile home parks and land lease communities, with a different guideline, capital pass through mechanism and cap to recognize the special needs of the sector. The recommendations in the brief from the Ontario Manufactured Homes Association should be followed in developing these provisions.

(FRP, CMHP, RHSA, UDI, Minto, MPM)

There should be a distinct Land Lease Community Act.

(CMHA, CMHP)

The rights of mobile home park owners should be given greater consideration. They are bound by legislation. Tenants have more rights.

(Duke, DAMPA, PTEMP)

The words “trailer parks and/or communities, campgrounds (private)” should be added to Mobile Home Parks and Land Lease Communities.

(Petition signed by 7 persons from Canterbury, Ontario, filed as an exhibit)

Landlords should be able to negotiate entry fees for mobile home parks and maintain mobile home standards.

(OMHA, HHHBA)

Others

The *Planning Act* should permit lease terms greater than 20%.

(PMHA)

Assessment / Taxation of Rental Housing

Rental housing should be assessed on the same basis as condominiums and single family dwellings.

(Goldlist, RPTA, Rae, OREA, Danzig, SCTA, WECARP, Fuerth)

Section 60(4) of the *Assessment Act* (deferral of condominium property tax reduction until unit is owner occupied) should be repealed.

(Danzig, Fuerth)

The property tax on new rental apartments should be similar to condos. The GST costs for private rental construction should reflect that accorded to ownership housing. The provincial “capital tax” on new rental buildings should be removed. Improved financing terms should be available.

(MT)

Support is expressed for steps by the federal and provincial governments to improve the viability of private rental construction, as long as these do not come at the expense of low and moderate-income tenants or erode the existing tax assessment base.

(MT)

Property taxes should be reduced and calculated in a manner similar to property taxes on homes. The reduction of should be passed on to the tenants.

(WSCLS, WRTC, ETA, ETC, WRCLS)

The GST and PST on building materials should be waived for rental housing construction.

(Goldlist, Danzig)

The unfair treatment of new rental housing should be redressed, i.e., development charges and sales tax burden.

(OREA)

The provincial government is commended for the stand it has taken on harmonization of the GST and the PST. Our industry does, however, continue to be leery of the detrimental effects harmonization could have. If it does proceed, it should be revenue neutral to our industry, at a minimum.

(SHBA, LHBA)

Housing Policy and Programs

Legislation should proceed as part of a balanced strategy which removes financial and regulatory impediments to private sector production of rental housing.

(Peel, Eglinton 707/717)

The non-profit housing program should be reinstated to provide housing for needy seniors.

(TMCA, CAWCDG, SOAR)

Ontario needs a rental housing strategy that will create enough housing to meet low and medium income tenant demand.

(CHFCOR, Winninger)

The government should investigate ways of encouraging the provision of affordable rental housing by private landlords, not-for-profit corporations, community groups, and other interested parties. For example, it may be feasible to establish revolving loan funds for the construction of new units or the renovation of existing units.

(PSPC)

The province needs caring, common sense-minded individuals and groups who are willing to undertake projects and make rental units available at a moderate rate of return.

(WAWG)

Public ownership of the Ontario Housing Corporation housing stock should be retained.

(OSG, TACNWH)

Encouraging property ownership can be a desirable and relevant policy objective within the context of fostering the development of good and affordable housing. Pride of ownership can go a long way towards ensuring the proper maintenance of dwellings. Current policies make ownership impossible for low-income people, particularly those on social assistance.

(SDGLC)

More affordable housing should be created for low-income people.

(Wilde, QSPC, ELUCOC, HAP, GHSAC)

The government's cancellation of most of the not-for-profit housing initiatives is opposed. These units would have provided accommodation for many rental families as well as jobs in the community.

(TBDLC, YRCSJ, SPRCH, CAWCDG, BACW)

With the closing of the provincial psychiatric hospital announced by the restructuring commission, the need for affordable public housing has never been greater.

(PACE)

The government should look at intensification and the possibility of adding units to existing buildings.

(LSHC, UC)

Shelter Allowances

Shelter allowances will not increase supply but will add to landlord profit picture.

(PRTA)

The discussion paper does not mention a shelter subsidy program.

(RP, GWHBA, MPM)

A cost-effective shelter allowance program should be developed.

(NH, KWHBA)

The government should guarantee that the shelter portion of social assistance will be deemed the average cost of rental accommodation for the recipient in their geographic area.

(Life Spin)

A shelter allowance system should be implemented and paid directly to landlords.

(Danzig, ETC)

The enormous cost of a shelter allowance program should be analyzed.

(TACNWH)

If market rents are imposed on vacant units, will there be any corresponding increases to the amount of the shelter allowance permitted to tenants who are receiving benefits under the *Family Benefits Act* and the *General Welfare Assistance Act*?

(RRDCLC)

Immediately return the shelter allowance portion of the welfare cheques to the pre-October 1995 rates in recognition of the highest shelter costs in Canada.

(BACW)

Land owners who maintain their properties could be approved by the Ministry of Housing to accept and get their residents 'in situ' rent supplements. Rather than spending millions of dollars administering a rent review system in the regions of the province, these monies should be used to subsidize the person that is in need.

(AON)

Guaranteed Income Supplement

We understand that it is the government's intention to implement a guaranteed income supplement for seniors and people with disabilities. The absence of rent control introduces the very real danger of providing a secure income on the one hand and seeing a disproportionate loss of that supplement to rental costs.

(CMHA-TB)

WITNESS LIST

The following groups and individuals made submissions to the Standing Committee on General Government respecting the Ministry of Municipal Affairs and Housing's proposed tenant protection package.

Abbreviation	Organization/Individual	Date of Appearance
ACE	Ontario Advocacy Centre for the Elderly	August 20, 1996
ACLC	Algoma Community Legal Clinic	August 27, 1996
ACMO	Association of Condominium Managers of Ontario	August 21, 1996
ACT	Association of Concerned Tenants; 33 Committee and Vertical Watch	August 21, 1996
ACW	AIDS Committee of Windsor	Letter
Adamson	Heather Adamson	August 19, 1996
AE	Aegean Enterprises	August 28, 1996
AH	Andrex Holdings	August 20, 1996
AL	Action-Logement	August 28, 1996
Andrade	Andrade Consulting Group Ltd.	August 21, 1996
AON	AON Inc.	August 29, 1996
APE	Arlington Park Estates	August 20, 1996
Armstrong	Bill Armstrong	September 4, 1996
Attenborough	Stan Attenborough	Letter
BACW	Barrie Action Committee for Women	August 29, 1996
BADC	Black Action Defence Committee	August 22, 1996
Baird	Douglas Baird	August 28, 1996
Ballosingh	Neal Ballosingh	Letter
Banville	Diana Banville	Letter
Barratt	Don Barratt	Letter
BCRAO	Building and Concrete Restoration Association of Ontario	August 19, 1996
Bilec	Anne Bilec	Letter
Blann	Di Blann	Letter
BLHL	Burton Lesbury Holdings Limited	Letter
Bobier	Paul Bobier	Letter
Boyd	George Boyd	Letter
BPWCO	Business and Professional Women's Clubs of Ontario	September 3, 1996
Brownlee	Gordon Brownlee	August 28, 1996
Bruneau	M. J. Bruneau	Letter
Burfield	John Burfield	Letter

Abbreviation	Organization/Individual	Date of Appearance
CARP	Canadian Association of Retired Persons	Letter
Carter	Lorne Carter	August 27, 1996
Casey	Bernice Casey	Letter
Castellani	Bruno Castellani	Letter
CAWCDG	Canadian Auto Workers Community Development Group	September 3, 1996
CCOC	Centretown Citizens Ottawa Corporation	August 28, 1996
CCP	Crown Commercial Properties	August 20, 1996
CFSO	Canadian Federation of Students-Ontario	August 19, 1996
CHFCOR	Co-operative Housing Federation of Canada (Ontario Region)	August 22, 1996
CHVD	Cohen Highley Vogel	September 4, 1996
Cirone	Antonio Cirone	Letter
CJPPR	Clinique juridique populaire de Prescott et Russell	August 28, 1996
CLSNS	Community Legal Services of Niagara South, Southwest Landlord and Tenant Study Group	August 30, 1996
CMHA	Canadian Manufactured Housing Association	August 22, 1996
CMHA-TB	Canadian Mental Health Association, Thunder Bay Branch	August 26, 1996
CMHP	Cove Mobile Home Park and Sales Inc.	Letter
CML	Cortor Management Ltd.	August 21, 1996
Cooper	Lynda Cooper	Letter
Cosgrove	Oli Cosgrove	Letter
CRS	Conflict Resolution Service	August 22, 1996
CSTR	Coalition to Save Tenants Rights	August 23, 1996
CTTC	Conestoga Towers Tenant Committee	September 5, 1996
Cullen	Alex Cullen, Regional Councillor, Ottawa-Carleton	August 28, 1996
Curry	Marjory Curry	August 27, 1996
DAMPA	Dryden Area Mobile Park Association	August 26, 1996
Danzig	Danzig Enterprises Ltd.	September 3, 1996
Dave	P.K. Dave	August 19, 1996
Davey	Doug Davey	August 27, 1996
Davies	L.J. Davies	Letter
DCLS	Dundurn Community Legal Services	August 30, 1996
DeLuca	A. DeLuca	Letter
Demerling	Ken Demerling	August 20, 1996
Dickie	John W. Dickie	August 28, 1996
Dmytro	Katheryna and Stephanie Dmytro	August 21, 1996

Abbreviation	Organization/Individual	Date of Appearance
Duke	Duke's Trailer Court	August 26, 1996
Eglinton 707/717	707/717 Eglinton Avenue West Tenants' Association	August 21, 1996
EGRR	Empress Garden Retirement Residence	August 29, 1996
ELUCOC	East London United Church Outreach Cluster	September 4, 1996
EML	Elstrong Management Ltd.	August 27, 1996
EOLO	Eastern Ontario Landlord Organization	August 28, 1996
ERTAC	Eglinton Riding Tenants' Advisory Committee	August 20, 1996
ETA	Estates Tenants' Association	September 5, 1996
ETC	Effort Trust Company	August 30, 1996
EYNDPRA	East York NDP Riding Association	August 21, 1996
EYTA	East York Tenants Alliance	August 22, 1996
FCLS	Flemington Community Legal Services	August 23, 1996
FH	Flanneleat Holdings	Letter
Fink	Richard Fink	August 20, 1996
FMTA	Federation of Metro Tenants' Associations	August 19, 1996
FOCTA	Federation of Ottawa-Carleton Tenants Associations	August 28, 1996
FRP	Fair Rental Policy	August 20, 1996
Fuerth	Tim Fuerth	September 3, 1996
Gardner	Kay Gardner, Councillor, City of Toronto	August 19, 1996
GGTA	Grosvenor Gate Tenant's Association	Letter
GHI	Grace Holding Inc.	Letter
GHSAC	Golden Horseshoe Social Action Committee	Letter
Goldlist	Goldlist Development Corporation	August 19, 1996
GR	Gardiner, Roberts, Barristers & Solicitors	August 21, 1996
GSHL	Gallery Specialty Hardware Ltd.	August 20, 1996
GWHBA	Greater Windsor Home Builders' Association	September 3, 1996
HACTA	Hamilton and Area Coalition of Tenants' Associations	August 30, 1996
Haddad	Michel Haddad	Letter
Hall	Barbara Hall, Mayor, City of Toronto	August 19, 1996
Halls	Donald D. Halls	Letter
HAP	Hamilton Against Poverty	Letter
Harper	Ruth Harper	August 22, 1996
HATB	Housing Access Thunder Bay	August 26, 1996
HCLS	Halton Community Legal Services	August 30, 1996
HDAA	Hamilton and District Apartment Association	August 30, 1996
Hemming	Timothy Hemming	Letter

Abbreviation	Organization/Individual	Date of Appearance
HF	House of Friendship	September 5, 1996
HHC	Halton Housing Coalition (Halton Non-Profit Housing Corporation and Halton Social Planning Council)	August 21, 1996
HHCHW	Housing Help Centre for Hamilton-Wentworth	August 30, 1996
HHHBA	Hamiilton-Halton Home Builders Association	August 30, 1996
HMLCS	Hamilton Mountain Legal and Community Services	August 30, 1996
Hollingsworth	Silvina Hollingsworth	Letter
Holmes	Diane Holmes, Regional Councillor, Ottawa-Carleton	August 28, 1996
HPTA	High Park Tenants' Association and Bretton Place Tenants' Association	August 20, 1996
HR-SL	Housing Registry - Sarnia/Lambton	Letter
HRCS	Housing Resource Centre (Sudbury)	August 27, 1996
Hulchanski	Prof. David Hulchanski, Faculty of Social Work, University of Toronto	August 22, 1996
Ivey	Sonya Ivey	Letter
JCC	Joint Construction Council	August 19, 1996
JGATA	James Garden Apartments Tenants' Association	Letter
Johns	Pamela Johns and Doug Getty	September 5, 1996
Johnston	Carol Johnston	Letter
JNTHH	Jalna 1095 Non-Profit Tranquility Hill Homes	September 4, 1996
JSTA	John Street Tenant Association	August 26, 1996
Kabidis	John Kabidis	August 29, 1996
KALC	Kinna-aweya Legal Clinic	August 26, 1996
KAN	Kingston Action Network	Letter
Katryan	Lorraine Katryan	August 20, 1996
Keane	Patrick Keane	Letter
KDL	Klein Developments Limited	August 30, 1996
Kimball	Vernon Kimball	August 26, 1996
Kluensch	M.R. Kluensch	Letter
Kozma	Balazs Kozma	Letter
Krall	Joseph Krall	September 3, 1996
KWHBA	Kitchener-Waterloo Home Builders' Association	September 5, 1996
Lacey	Olive Lacey	August 29, 1996
LATA	London and Area Tenant Association	September 4, 1996
LAW	Legal Assistance of Windsor	September 3, 1996
LCHIC	Legal Clinics' Housing Issues Committee	August 19, 1996

Abbreviation	Organization/Individual	Date of Appearance
LCMTYR	Labour Council of Metropolitan Toronto and York Region	August 22, 1996
LDLC	London and District Labour Council	September 4, 1996
Leach	Marg Leach	Letter
Lee	Gwen Lee	August 30, 1996
Levitt	Robert Levitt	August 21, 1996
LHBA	London Home Builders' Association	September 4, 1996
Life Spin	Low-Income Family Empowerment and Sole-Support Parents Information Network	September 4, 1996
Lowden	Elaine Lowden	Letter
LPMA	London Property Management Association	September 4, 1996
LSHC	Landlord Self-Help Centre	August 23, 1996
LSPC	London Social Planning Council	September 4, 1996
LUDO	Locataires unis de l'Ontario, Région de l'est	August 30, 1996
LWHTA	Lancaster/Windsor House Tenants' Association	August 22, 1996
Lyons	David Lyons	September 3, 1996
MacIssac	Morghanna MacIssac	September 4, 1996
Mansell	W.C. Mansell	Letter
Marterisor	Dorothy Marterisor	Letter
Mathysen	Irene Mathysen and Alex Mitchell	September 4, 1996
McConnell	Pam McConnell, Councillor, City of Toronto	August 21, 1996
MCHH	Metro Coalition of Housing Help	August 21, 1996
McLean	Keith McLean	Letter
McPherson	Allan McPherson	Letter
MDSA	Multiple Dwelling Standards Association	August 22, 1996
Mendler	Jan Mendler	Letter
Miller	Peter Miller	September 5, 1996
MJW	Mary Jane White	September 4, 1996
MLC	Muskoka Legal Clinic	August 20, 1996
MLCS	McQuesten Legal and Community Services	August 30, 1996
MMC	Melchior Management Corporation	August 23, 1996
MNSJ	Metro Network for Social Justice	August 21, 1996
MPM	Megna Property Management	August 30, 1996
MT	Metropolitan Toronto	August 21, 1996
MTABA	Metro Toronto Apartment Builders' Association	August 19, 1996
MTLS	Metro Tenants Legal Services	August 20, 1996
NH	Norquay Homes	September 4, 1996
Nichols	Mr. & Mrs. D.W. Nichols	Letter

Abbreviation	Organization/Individual	Date of Appearance
NLS	Neighbourhood Legal Services	
NLSLM	Neighbourhood Legal Services, London and Middlesex	September 4, 1996
NLSLMH	Neighbourhood Legal Services, London and Middlesex and Cynthia Harper	September 4, 1996
Novac	Sylvia Novac	Letter
NTTN	North Toronto Tenants' Network	August 20, 1996
OAC	Ontario Advocacy Coalition	August 22, 1996
OCBH	Oxford County Board of Health	Letter
OCHBA	Ottawa-Carleton Home Builders' Association	August 28, 1996
OCSSO	Ontario Coalition of Senior Citizen's Organisations	August 19, 1996
ODCL	O'Shanter Development Co. Ltd.	August 21, 1996
OHBA	Ontario Home Builders Association	August 20, 1996
OHCLC	Ottawa and Hawkesbury Community Legal Clinics	August 28, 1996
OKC	Our Kids Count	August 26, 1996
OMHA	Ontario Manufactured Housing Association	September 4, 1996
ONDY	Ontario New Democratic Youth	August 28, 1996
ONPHA	Ontario Non-Profit Housing Association	Letter
OOP	Old Oak Properties	September 4, 1996
OPCA	Ontario Private Campground Association	August 29, 1996
ORCA	Ontario Residential Care Association	August 20 and 30, 1996
OREA	Ontario Real Estate Association	Letter
ORLA	Ottawa Region Landlords Association	August 28, 1996
ORMA	Oakmount Road and Mountainview Ave. Tenants' Association	Letter
ORTA	Oakmount Road Tenants' Association	Letter
OSG	Overlea Social Group	September 5, 1996
OWN	Older Women's Network	August 20, 1996
PACE	People Advocating for Change Through Empowerment	August 26, 1996
Panzuto	Toni Panzuto	August 22, 1996
Parker	Anne Parker	August 22, 1996
PCLC	Peterborough Community Legal Centre	August 29, 1996
PCLS	Parkdale Community Legal Services	August 22, 1996
PDLA	Peterborough and District Landlord Association	August 29, 1996
PDHBA	Peterborough and District Home Builders Association	August 29, 1996
Peel	Regional Municipality of Peel	August 21, 1996
Petti	Eleanor Petti	Letter
PMHA	Pine Meadows Homeowners Association	September 5, 1996
PMRC	Pine Meadows Retirement Community	September 5, 1996

Abbreviation	Organization/Individual	Date of Appearance
Porter	David Porter, Don Francis and Tom Howcroft	August 28, 1996
Procter	Cheryl Procter	August 29, 1996
Proudfoot	Burns Proudfoot	September 5, 1996
PSPC	Peterborough Social Planning Council	August 29, 1996
PTA	Parkdale Tenants' Association	August 23, 1996
PTEMP	Pine Tree Estates Mobile Park	August 26, 1996
PUSH-L	Persons United for Self-Help, London	September 4, 1996
PUSH-NWO	Persons United for Self-Help in Northwestern Ontario Inc.	August 26, 1996
QSPC	Queen Street Patient Council	August 20, 1996
Quick	Ruth Quick	Letter
Rae	Kyle Rae, Councillor, City of Toronto, Ward 6	August 22, 1996
Rakus	Roman Rakus	Letter
RC	Rodger Cooper	August 29, 1996
RCLC	Renfrew County Legal Clinic	Letter
RGC	Regional Group of Companies	August 28, 1996
RHSA	Rental Housing Supply Alliance	August 23, 1996 and Letter
Robbins	Lawrence and Deborah Robbins	August 30, 1996
RP	Rockcliffe Properties	Letter
RPTA	Ramsden Place Tenants Association	August 21, 1996
RRDCLC	Rainy River District Community Legal Clinic	August 26, 1996
RSM	Real Star Management	August 21, 1996
Rutherford	Shirlee Rutherford	Letter
RYGTA	Royal York Gardens Tenants' Association	Letter
Sand	Harold Sand	August 22, 1996
SCCP	Senior Citizens Council Peterborough	August 29, 1996
Schlichter	Angela Schlichter	September 5, 1996
Schoor	Wolfgang Schoor	August 26, 1996
SCLA	Simcoe County Landlord Association	August 22, 1996
SCLC	Sudbury Community Legal Clinic	August 27, 1996
SCPS	Sunset Country Psychiatric Survivors	Letter
SCRO	Society for Conflict Resolution in Ontario	August 20, 1996
SCTA	Scarsdale Tenants Association	September 3, 1996
SDGLC	Stormont Dundas Glengarry Legal Clinic	August 28, 1996

Abbreviation	Organization/Individual	Date of Appearance
SDSJC	Sault Ste. Marie and District Social Justice Coalition	August 27, 1996
Seiler	Scott Seiler	August 21, 1996
SHACH	Social Housing and Access Committee Hamilton	August 30, 1996
Shanahan	Bernie Shanahan	Letter
SHBA	Sault Ste. Marie Home Builders Association	August 27, 1996
SHCGP	Social Housing Contact Group of Peterborough	August 29, 1996
Sheridan	Fred Sheridan	Letter
Shortt	Maureen Shortt	Letter
Smar	Smar Holdings Ltd.	August 30, 1996
SMC	Strathcona Mews Corporation	August 20, 1996
SOAR	Steelworkers Organization of Active Retirees and United Senior Citizens of Ontario, Zone 14	August 30, 1996
Sollbach	Ralph Sollbach	Letter
SPAR	S.P.A.R. Property Consultants Ltd.	August 23, 1996
Spencer	Paul Spencer	September 5, 1996
SPLA	Sun Parlour Income Property Association	September 3, 1996
SPRCH	Social Planning and Research Council of Hamilton-Wentworth	August 30, 1996
Squitti	Caesar Squitti	Letter
SS	Sherkston Shores	August 30, 1996
SSG	Sepoy Seniors Group	Letter
STA	Scarborough Tenants Association	August 23, 1996
STTA	Strathcona Tenants' Association	August 28, 1996
STPTA	Shetland Trailer Park Tenant Association	August 27, 1996
Strydonck	Bertha Strydonck	Letter
Stukas	Ed Stukas	Letter
TABS	Tenants Association of Balfour Square	Letter
Tabuns	Peter Tabuns, Councillor, City of Toronto	August 19, 1996
TACNWH	Tenant Advisory Council, North Waterloo Housing	September 5, 1996
TAG	Tenants' Advocacy Group	August 19, 1996
TATC	Tenants Association of Tuxedo Court	Letter
Taylor	Suzanne Taylor	September 5, 1996

Abbreviation	Organization/Individual	Date of Appearance
TBACHC	Thunder Bay Access to Permanent Housing Committee, Lakehead Social Planning Council	August 26, 1996
TBCAP	Thunder Bay Coalition Against Poverty	August 26, 1996
TBDLC	Thunder Bay and District Labour Council	August 26, 1996
TBES	Thunder Bay Emergency Shelter Inc.	August 26, 1996
TBHBA	Thunder Bay Home Builders' Association	August 26, 1996
TCRC	Toronto Christian Resource Centre	August 19, 1996
Telfer	Alex and Anne Telfer	Letter
TETA	Twin Elm Tenant Association	September 4, 1996
Thomson	Robert Thomson	Letter
TMCA	Toronto Mayor's Committee on Aging	August 21, 1996
Trepanier	B. Trepanier	Letter
TV	Tenants Victoria	August 29, 1996
TVP	Towerhill Village of Peterborough	August 29, 1996
Tyssen	Mrs. Janet Tyssen	Letter
UC	Urbandale Corporation	August 28, 1996
UCO	United Citizens Organization	August 29, 1996
UDI	Urban Development Institute	August 23, 1996
UDI-RGI	Urban Development Institute-Retirement Interest Group	Letter
UTO	United Tenants of Ontario	August 19, 1996
UTO-ER	United Tenants of Ontario, Eastern Region	August 28, 1996
UTO-NC	United Tenants of Ontario, North Central Region	August 27, 1996
UTO-TB	United Tenants of Ontario, Thunder Bay	August 26, 1996
UTRCA	Upper Thames River Conservation Authority	September 4, 1996
Vari	George W. Vari	Letter
VCAPH	Victoria County Access to Permanent Housing Committee	August 29, 1996
VIP	Volunteers and Information Peterborough	August 29, 1996
Waldie	Gordon Waldie	Letter
Walker	Michael Walker, Councillor, Ward 16, Toronto	August 20, 1996
Walsh	Claire Walsh	Letter
Watson	William Watson	Letter
WAWG	Women Abuse Working Group	August 30, 1996
WCAP	Windsor Coalition Against Poverty	September 3, 1996
WEBLC	Windsor-Essex Bilingual Legal Clinic	September 3, 1996
WECA	Windsor-Essex Community Advocacy	September 3, 1996

Abbreviation	Organization/Individual	Date of Appearance
WECARP	Windsor-Essex County Chapter of Canadian Association of Retired Persons	September 3, 1996
WELIFT	Windsor-Essex Low Income Families Together	September 3, 1996
Welso	West End Legal Services of Ottawa	August 28, 1996
Werner	Cathy Werner and Maxine Break-Cheater	September 5, 1996
Wexler	Mitchell Wexler	August 20, 1996
White	Jo White	Letter
Wilde	Patricia Wilde	Letter
Winninger	David Winninger	September 4, 1996
Wong	Joyce Wong	Letter
WPIRG	Waterloo Public Interest Group	September 5, 1996
WRAMA	Waterloo Regional Apartment Management Association	September 5, 1996
WRCLS	Waterloo Region Community Legal Services	September 5, 1996
WRCSJ	Waterloo Regional Coalition for Social Justice	September 5, 1996
WRHC	Waterloo Region Housing Coalition	September 5, 1996
WRTC	Waterloo Region Tenants' Coalition	September 5, 1996
WSCLS	West Scarborough Community Legal Services	August 23, 1996
WSRA	Windsor-Sandwich Riding Association	September 3, 1996
WTA	Webbwood Tenants Associated Inc.	Letter
WWIC	Windsor Women's Incentive Centre	September 3, 1996
YWCAP	YWCA of Peterborough, Victoria and Haliburton	August 29, 1996
YRCSJ	York Region Coalition for Social Justice	August 23, 1996
Zalai	Agnes Zalai	Letter
Zarnett	Martin Zarnett	August 22, 1996
Zeus	Cecil Zeus	Letter
Zwicker	Cindy Zwicker	August 29, 1996

Abbreviation	Organization/Individual	Date of Appearance
WECARP	Windsor-Essex County Chapter of	September 3, 1996
WELIFT	Canadian Association of Retired Persons Windsor-Essex Low Income Families	September 3, 1996
Welso	West End Legal Services of Ottawa	August 28, 1996
Werner	Cathy Werner and Maxine Break-Cheater	September 5, 1996
Wexler	Mitchell Wexler	August 20, 1996
White	Jo White	Letter
Wilde	Patricia Wilde	Letter
Winninger	David Winninger	September 4, 1996
Wong	Joyce Wong	Letter
WPIRG	Waterloo Public Interest Group	September 5, 1996
WRAMA	Waterloo Regional Apartment Management Association	September 5, 1996
WRCLS	Waterloo Region Community Legal Services	September 5, 1996
WRCSJ	Waterloo Regional Coalition for Social Justice	September 5, 1996
WRHC	Waterloo Region Housing Coalition	September 5, 1996
WRTC	Waterloo Region Tenants' Coalition	September 5, 1996
WSCLS	West Scarborough Community Legal Services	August 23, 1996
WSRA	Windsor-Sandwich Riding Association	September 3, 1996
WTA	Webbwood Tenants Associated Inc.	Letter
WWIC	Windsor Women's Incentive Centre	September 3, 1996
YWCAP	YWCA of Peterborough, Victoria and Haliburton	August 29, 1996
YRCSJ	York Region Coalition for Social Justice	August 23, 1996
Zalai	Agnes Zalai	Letter
Zarnett	Martin Zarnett	August 22, 1996
Zeus	Cecil Zeus	Letter
Zwicker	Cindy Zwicker	August 29, 1996

Abbreviation	Organization/Individual	Date of Appearance
TBACHC	Thunder Bay Access to Permanent Housing Committee, Lakehead Social Planning Council	August 26, 1996
TBCAP	Thunder Bay Coalition Against Poverty	August 26, 1996
TBDLC	Thunder Bay and District Labour Council	August 26, 1996
TBES	Thunder Bay Emergency Shelter Inc.	August 26, 1996
TBHBA	Thunder Bay Home Builders' Association	August 26, 1996
TCRC	Toronto Christian Resource Centre	August 19, 1996
Telfer	Alex and Anne Telfer	Letter September 4, 1996
TETA	Twin Elm Tenant Association	September 4, 1996
Thomson	Robert Thomson	Letter August 21, 1996
TMCA	Toronto Mayor's Committee on Aging	August 21, 1996
Trepanier	B. Trepanier	Letter August 29, 1996
TV	Tenants Victoria	August 29, 1996
TVP	Towerhill Village of Peterborough	August 29, 1996
Tyssen	Mrs. Janet Tyssen	Letter August 28, 1996
UC	Urbandale Corporation	August 28, 1996
UCO	United Citizens Organization	August 29, 1996
UDI	Urban Development Institute	August 23, 1996
UDI-RGI	Urban Development Institute-Retirement Interest Group	Letter August 19, 1996
UTO	United Tenants of Ontario	August 19, 1996
UTO-ER	United Tenants of Ontario, Eastern Region	August 28, 1996
UTO-NC	United Tenants of Ontario, North Central Region	August 27, 1996
UTO-TB	United Tenants of Ontario, Thunder Bay Region	August 26, 1996
UTRCA	Upper Thames River Conservation Authority	September 4, 1996
Vari	George W. Vari	Letter August 29, 1996
VCAPH	Victoria County Access to Permanent Housing Committee	August 29, 1996
VIP	Volunteers and Information Peterborough	August 29, 1996
Waldie	Gordon Waldie	Letter August 20, 1996
Walker	Michael Walker, Councillor, Ward 16, Toronto	Letter August 20, 1996
Walsh	Claire Walsh	Letter August 30, 1996
Watson	William Watson	Letter September 3, 1996
WAWG	Women Abuse Working Group	August 30, 1996
WCAP	Windsor Coalition Against Poverty	September 3, 1996
WEBLC	Windsor-Essex Bilingual Legal Clinic	September 3, 1996
WECA	Windsor-Essex Community Advocacy	September 3, 1996

Abbreviation	Organization/Individual	Date of Appearance
SDSJC	Sault Ste. Marie and District Social Justice Coalition	August 27, 1996
Seiler	Scott Seiler	August 21, 1996
SHACH	Social Housing and Access Committee	August 30, 1996
Shanahan	Bernie Shanahan	Letter
SHBA	Sault Ste. Marie Home Builders Association	August 27, 1996
SHCGP	Social Housing Contact Group of Peterborough	August 29, 1996
Sheridan	Fred Sheridan	Letter
Shortt	Maureen Shortt	Letter
Smar	Smar Holdings Ltd.	August 30, 1996
SMC	Strathcona Mews Corporation	August 20, 1996
SOAR	Steelworkers Organization of Active Retirees and United Senior Citizens of Ontario, Zone 14	August 30, 1996
Sollbach	Ralph Sollbach	Letter
SPAR	S.P.A.R. Property Consultants Ltd.	August 23, 1996
Spencer	Paul Spencer	September 5, 1996
SPLA	Sun Parlour Income Property Association	September 3, 1996
SPRCH	Social Planning and Research Council of Hamilton-Wentworth	August 30, 1996
Squitti	Caesar Squitti	Letter
SS	Sherkston Shores	August 30, 1996
SSG	Sepoy Seniors Group	Letter
STA	Scarborough Tenants Association	August 23, 1996
STTA	Strathcona Tenants' Association	August 28, 1996
STPTA	Shetland Trailer Park Tenant Association	August 27, 1996
Strydonck	Bertha Strydonck	Letter
Stukas	Ed Stukas	Letter
TABS	Tenants Association of Balfour Square	Letter
Tabuns	Peter Tabuns, Councillor, City of Toronto	August 19, 1996
TACNWH	Tenant Advisory Council, North Waterloo Housing	September 5, 1996
TAG	Tenants' Advocacy Group	August 19, 1996
TATC	Tenants Association of Tuxedo Court	Letter
Taylor	Suzanne Taylor	September 5, 1996

Abbreviation	Organization/Individual	Date of Appearance
Porter	David Porter, Don Francis and Tom Howcroft	August 28, 1996
Procter	Cheryl Procter	August 29, 1996
Proudfoot	Burns Proudfoot	September 5, 1996
PSPC	Peterborough Social Planning Council	August 29, 1996
PTA	Parkdale Tenants' Association	August 23, 1996
PTEMP	Pine Tree Estates Mobile Park	August 26, 1996
PUSH-L	Persons United for Self-Help, London	September 4, 1996
PUSH-NWO	Persons United for Self-Help in Northwestern Ontario Inc.	August 26, 1996
QSPC	Queen Street Patient Council	August 20, 1996
Quick	Ruth Quick	Letter August 22, 1996
Rae	Kyle Rae, Councillor, City of Toronto, Ward 6	August 22, 1996
Rakus	Roman Rakus	Letter August 29, 1996
RC	Rodger Cooper	August 29, 1996
RCLC	Renfrew County Legal Clinic	Letter August 28, 1996
RGC	Regional Group of Companies	August 23, 1996 and
RHSA	Rental Housing Supply Alliance	Letter August 30, 1996
Robbins	Lawrence and Deborah Robbins	August 21, 1996
RP	Rockcliffe Properties	Letter August 21, 1996
RPTA	Ramsden Place Tenants Association	August 21, 1996
RRDCLC	Rainy River District Community Legal Clinic	August 26, 1996
RSM	Real Star Management	August 21, 1996
Rutherford	Shirlee Rutherford	Letter August 21, 1996
RYGTA	Royal York Gardens Tenants' Association	Letter August 22, 1996
Sand	Harold Sand	August 22, 1996
SCCP	Senior Citizens Council Peterborough	August 29, 1996
Schlichter	Angela Schlichter	September 5, 1996
Schoor	Wolfgang Schoor	August 26, 1996
SCLA	Simcoe County Landlord Association	August 22, 1996
SCLC	Sudbury Community Legal Clinic	August 27, 1996
SCPS	Sunset Country Psychiatric Survivors	Letter August 27, 1996
SCRO	Society for Conflict Resolution in Ontario	August 20, 1996
SCTA	Scarsdale Tenants Association	September 3, 1996
SDGLC	Stormont Dundas Glengarry Legal Clinic	August 28, 1996

Abbreviation	Organization/Individual	Date of Appearance
NLS	Neighbourhood Legal Services	
NLSLM	Neighbourhood Legal Services, London and Middlesex	September 4, 1996
NLSLMH	Neighbourhood Legal Services, London and Middlesex and Cynthia Harper	September 4, 1996
Novac	Sylvia Novac	Letter August 20, 1996
NTN	North Toronto Tenants' Network	August 20, 1996
OAC	Ontario Advocacy Coalition	August 22, 1996
OCBH	Oxford County Board of Health	Letter August 28, 1996
OCHBA	Ottawa-Carleton Home Builders' Association	August 28, 1996
OCCSSO	Ontario Coalition of Senior Citizens' Organisations	August 19, 1996
ODCL	O'Shanter Development Co. Ltd.	August 21, 1996
OHBA	Ontario Home Builders Association	August 20, 1996
OHCLC	Ottawa and Hawkesbury Community Legal Clinics	August 28, 1996
OKC	Our Kids Count	August 26, 1996
OMHA	Ontario Manufactured Housing Association	September 4, 1996
ONDY	Ontario New Democratic Youth	August 28, 1996
ONPHA	Ontario Non-Profit Housing Association	Letter September 4, 1996
OOP	Old Oak Properties	September 4, 1996
OPCA	Ontario Private Campground Association	August 29, 1996
ORCA	Ontario Residential Care Association	August 20 and 30, 1996
OREA	Ontario Real Estate Association	Letter 1996
ORLA	Ottawa Region Landlords Association	August 28, 1996
ORMA	Oakmount Road and Mountainview Ave. Tenants' Association	Letter August 28, 1996
ORTA	Oakmount Road Tenants' Association	Letter September 5, 1996
OSG	Overlea Social Group	September 5, 1996
OWN	Older Women's Network	August 20, 1996
PAGE	People Advocating for Change Through Empowerment	August 26, 1996
Panzuto	Toni Panzuto	August 22, 1996
Parker	Anne Parker	August 22, 1996
PCLC	Peterborough Community Legal Centre	August 29, 1996
PCLS	Parkdale Community Legal Services	August 22, 1996
PDLA	Peterborough and District Landlord Association	August 29, 1996
PDHBA	Peterborough and District Home Builders Association	August 29, 1996
Peel	Regional Municipality of Peel	August 21, 1996
Petti	Eleanor Petti	Letter September 5, 1996
PMHA	Pine Meadows Homeowners Association	September 5, 1996
PMRC	Pine Meadows Retirement Community	September 5, 1996

Abbreviation	Organization/Individual	Date of Appearance
LCMTYR	Labour Council of Metropolitan Toronto and York Region	August 22, 1996
LDLC	London and District Labour Council	September 4, 1996
Leach	Marg Leach	Letter
Lee	Gwen Lee	August 30, 1996
Levitt	Robert Levitt	August 21, 1996
LHBA	London Home Builders' Association	September 4, 1996
Life Spin	Low-Income Family Empowerment and Sole-Support Parents Information Network	September 4, 1996
Lowden	Elaine Lowden	Letter
LPMA	London Property Management Association	September 4, 1996
LSHC	Landlord Self-Help Centre	August 23, 1996
LSPC	London Social Planning Council	September 4, 1996
LUDO	Locataires unis de l'Ontario, Région de l'est	August 30, 1996
LWHTA	Lancaster/Windsor House Tenants' Association	August 22, 1996
Lyons	David Lyons	September 3, 1996
MacIassac	Morghanna MacIassac	September 4, 1996
Mansell	W.C. Mansell	Letter
Marterisor	Dorothy Marterisor	Letter
Mathysen	Irene Mathysen and Alex Mitchell	September 4, 1996
McConnell	Pam McConnell, Councillor, City of Toronto	August 21, 1996
MCHH	Metro Coalition of Housing Help	August 21, 1996
McLean	Keith McLean	Letter
McPherson	Allan McPherson	Letter
MDSA	Multiple Dwelling Standards Association	August 22, 1996
Mendler	Jan Mendler	Letter
Miller	Peter Miller	September 5, 1996
MJW	Mary Jane White	September 4, 1996
MLC	Muskoka Legal Clinic	August 20, 1996
MLCS	McQuesten Legal and Community Services	August 30, 1996
MMC	Melchior Management Corporation	August 23, 1996
MNSJ	Metro Network for Social Justice	August 21, 1996
MPM	Megna Property Management	August 30, 1996
MT	Metropolitan Toronto	August 21, 1996
MTABA	Metro Toronto Apartment Builders' Association	August 19, 1996
MTLS	Metro Tenants Legal Services	August 20, 1996
NH	Norquay Homes	September 4, 1996
Nichols	Mr. & Mrs. D.W. Nichols	Letter

Abbreviation	Organization/Individual	Date of Appearance
HF	House of Friendship	September 5, 1996
HHC	Halton Housing Coalition (Halton Non-Profit Housing Corporation and Halton Social Planning Council)	August 21, 1996
HHCHW	Housing Help Centre for Hamilton-Wentworth	August 30, 1996
HHHBA	Hamilton-Halton Home Builders Association	August 30, 1996
HMLCS	Hamilton Mountain Legal and Community Services	August 30, 1996
Hollingsworth	Silvina Hollingsworth	Letter August 28, 1996
Holmes	Diane Holmes, Regional Councillor, Ottawa-Carleton	August 20, 1996
HPTA	High Park Tenants' Association and Bretton Place Tenants' Association	Letter August 27, 1996
HR-SL	Housing Registry - Sarnia/Lambton	August 22, 1996
HRCS	Housing Resource Centre (Sudbury)	August 22, 1996
Hulchanski	Prof. David Hulchanski, Faculty of Social Work, University of Toronto	Letter August 19, 1996
Ivey	Sonya Ivey	Letter August 19, 1996
JCC	Joint Construction Council	Letter September 5, 1996
JGATA	James Garden Apartments Tenants' Association	Letter September 4, 1996
Johns	Pamela Johns and Doug Getty	Letter September 4, 1996
Johnston	Carol Johnston	September 4, 1996
JNTHH	Jalna 1095 Non-Profit Tranquility Hill Homes	August 26, 1996
JSTA	John Street Tenant Association	August 26, 1996
Kabidis	John Kabidis	August 29, 1996
KALC	Kinna-aweya Legal Clinic	August 26, 1996
KAN	Kingsion Action Network	Letter August 20, 1996
Katryan	Lorraine Katryan	Letter August 30, 1996
Keane	Patrick Keane	August 26, 1996
KDL	Klein Developments Limited	August 26, 1996
Kimball	Vernon Kimball	August 26, 1996
Kluensch	M.R. Kluensch	Letter September 3, 1996
Kozma	Balazs Kozma	Letter September 3, 1996
Krall	Joseph Krall	September 3, 1996
KWHBA	Kitchener-Waterloo Home Builders' Association	September 5, 1996
Lacey	Olive Lacey	August 29, 1996
LATA	London and Area Tenant Association	September 4, 1996
LAW	Legal Assistance of Windsor	September 3, 1996
LCMIC	Legal Clinics' Housing Issues Committee	August 19, 1996

Abbreviation	Organization/Individual	Date of Appearance
Duke	Duke's Trailer Court	August 26, 1996
Eglington	707/717 Eglington Avenue West Tenants' Association	August 21, 1996
707/717		
EGRR	Empress Garden Retirement Residence	August 29, 1996
ELUCOC	East London United Church Outreach	September 4, 1996
	Cluster	
EML	Elstrong Management Ltd.	August 27, 1996
EOLO	Eastern Ontario Landlord Organization	August 28, 1996
ERTAC	Eglington Riding Tenants' Advisory Committee	August 20, 1996
ETA	Estates Tenants' Association	September 5, 1996
ETC	Effort Trust Company	August 30, 1996
EYNDPPRA	East York NDP Riding Association	August 21, 1996
EYTA	East York Tenants Alliance	August 22, 1996
FCLS	Flemington Community Legal Services	August 23, 1996
FH	Flanneleat Holdings	Letter
Fink	Richard Fink	August 20, 1996
FMTA	Federation of Metro Tenants' Associations	August 19, 1996
FOCTA	Federation of Ottawa-Carleton Tenants Associations	August 28, 1996
FRP	Fair Rental Policy	August 20, 1996
Fuerth	Tim Fuerth	September 3, 1996
Gardner	Kay Gardner, Councillor, City of Toronto	August 19, 1996
GGTA	Grosvenor Gate Tenant's Association	Letter
GHI	Grace Holding Inc.	Letter
GHSAC	Golden Horseshoe Social Action Committee	Letter
Goldlist	Goldlist Development Corporation	August 19, 1996
GR	Gardiner, Roberts, Barristers & Solicitors	August 21, 1996
GSHL	Gallery Specialty Hardware Ltd.	August 20, 1996
GWHBA	Greater Windsor Home Builders' Association	September 3, 1996
HACTA	Hamilton and Area Coalition of Tenants' Associations	August 30, 1996
Haddad	Michel Haddad	Letter
Hall	Barbara Hall, Mayor, City of Toronto	August 19, 1996
Halls	Donald D. Halls	Letter
HAP	Hamilton Against Poverty	Letter
Harper	Ruth Harper	August 22, 1996
HATB	Housing Access Thunder Bay	August 26, 1996
HCLS	Halton Community Legal Services	August 30, 1996
HDAA	Hamilton and District Apartment Association	August 30, 1996
Hemming	Timothy Hemming	Letter

Abbreviation	Organization/Individual	Date of Appearance
CARP	Canadian Association of Retired Persons	Letter August 27, 1996
Carter	Lorne Carter	Letter
Casey	Bernice Casey	Letter
Castellani	Bruno Castellani	Letter
CAWCDG	Canadian Auto Workers Community Development Group	September 3, 1996
CCOC	Centretown Citizens Ottawa Corporation	August 28, 1996
CCP	Crown Commercial Properties	August 20, 1996
CFSO	Canadian Federation of Students-Ontario	August 19, 1996
CHFCOR	Co-operative Housing Federation of Canada (Ontario Region)	August 22, 1996
CHVD	Cohen Higley Vogel	September 4, 1996
Cirone	Antonio Cirone	Letter
CJPPR	Clinique juridique populaire de Prescott et Russell	August 28, 1996
CLSNS	Community Legal Services of Niagara South, Southwest Landlord and Tenant Study Group	August 30, 1996
CMHA	Canadian Manufactured Housing Association	August 22, 1996
CMHA-TB	Canadian Mental Health Association, Thunder Bay Branch	August 26, 1996
CMHP	Cove Mobile Home Park and Sales Inc.	Letter
CML	Cortor Management Ltd.	August 21, 1996
Cooper	Lynda Cooper	Letter
Cosgrove	Oli Cosgrove	Letter
CRS	Conflict Resolution Service	August 22, 1996
CSTR	Coalition to Save Tenants Rights	August 23, 1996
CTTC	Conestoga Towers Tenant Committee	September 5, 1996
Cullen	Alex Cullen, Regional Councillor, Ottawa-Carleton	August 28, 1996
Curry	Marjory Curry	August 27, 1996
DAMPA	Dryden Area Mobile Park Association	August 26, 1996
Danzig	Danzig Enterprises Ltd.	September 3, 1996
Dave	P.K. Dave	August 19, 1996
Davey	Doug Davey	August 27, 1996
Davies	L.J. Davies	Letter
DCLS	Dundurn Community Legal Services	August 30, 1996
DeLuca	A. DeLuca	Letter
Demerling	Ken Demerling	August 20, 1996
Dickie	John W. Dickie	August 28, 1996
Dmytro	Katheryna and Stephanie Dmytro	August 21, 1996

The following groups and individuals made submissions to the Standing Committee on General Government respecting the Ministry of Municipal Affairs and Housing's proposed tenant protection package.

WITNESS LIST

Abbreviation	Organization/Individual	Date of Appearance
ACE	Ontario Advocacy Centre for the Elderly	August 20, 1996
ACLC	Algoma Community Legal Clinic	August 27, 1996
ACMO	Association of Condominium Managers of Ontario	August 21, 1996
ACT	Association of Concerned Tenants; 33 Committee and Vertical Watch	August 21, 1996
ACW	AIDS Committee of Windsor	Letter
Adamson	Heather Adamson	August 19, 1996
AE	Aegean Enterprises	August 28, 1996
AH	Andrex Holdings	August 20, 1996
AL	Action-Logement	August 28, 1996
Andrade	Andrade Consulting Group Ltd.	August 21, 1996
AON	AON Inc.	August 29, 1996
APE	Arlington Park Estates	August 20, 1996
Armstrong	Bill Armstrong	September 4, 1996
Attenborough	Stan Attenborough	Letter
BACW	Barrie Action Committee for Women	August 29, 1996
BADC	Black Action Defence Committee	August 22, 1996
Baird	Douglas Baird	August 28, 1996
Ballosingh	Neal Ballosingh	Letter
Banville	Diana Banville	Letter
Barratt	Don Barratt	Letter
BCRAO	Building and Concrete Restoration Association of Ontario	August 19, 1996
Bilec	Anne Bilec	Letter
Blann	Di Blann	Letter
BLHL	Burton Lesbury Holdings Limited	Letter
Bobier	Paul Bobier	Letter
Boyd	George Boyd	Letter
BPWCO	Business and Professional Women's Clubs	September 3, 1996
Brownlee	of Ontario Gordon Brownlee	August 28, 1996
Bruneau	M. J. Bruneau	Letter
Burfieid	John Burfieid	Letter

The government should guarantee that the shelter portion of social assistance will be deemed the average cost of rental accommodation for the recipient in their geographic area.

(Life Spin)

A shelter allowance system should be implemented and paid directly to landlords.

(Danzig, ETC)

The enormous cost of a shelter allowance program should be analyzed.

(TACNWH)

If market rents are imposed on vacant units, will there be any corresponding increases to the amount of the shelter allowance permitted to tenants who are receiving benefits under the *Family Benefits Act* and the *General Welfare Assistance Act*?

(RRDCLC)

Immediately return the shelter allowance portion of the welfare cheques to the pre-October 1995 rates in recognition of the highest shelter costs in Canada.

(BACW)

Land owners who maintain their properties could be approved by the Ministry of Housing to accept and get their residents 'in situ' rent supplements. Rather than spending millions of dollars administering a rent review system in the regions of the province, these monies should be used to subsidize the person that is in need.

(AON)

Guaranteed Income Supplement

We understand that it is the government's intention to implement a guaranteed income supplement for seniors and people with disabilities. The absence of rent control introduces the very real danger of providing a secure income on the one hand and seeing a disproportionate loss of that supplement to rental costs.

(CMHA-TB)

Public ownership of the Ontario Housing Corporation housing stock should be retained.

(OSG, TACNWH)

Encouraging property ownership can be a desirable and relevant policy objective within the context of fostering the development of good and affordable housing. Pride of ownership can go a long way towards ensuring the proper maintenance of dwellings. Current policies make ownership impossible for low-income people, particularly those on social assistance.

(SDGLC)

More affordable housing should be created for low-income people.

(Wilde, QSPC, ELUCOC, HAP, GHSAC)

The government's cancellation of most of the not-for-profit housing initiatives is opposed. These units would have provided accommodation for many rental families as well as jobs in the community.

(TBDLC, YRCSJ, SPRCH, CAWCDG, BACW)

With the closing of the provincial psychiatric hospital announced by the restructuring commission, the need for affordable public housing has never been greater.

(PACE)

The government should look at intensification and the possibility of adding units to existing buildings.

(LSHC, UC)

Shelter Allowances

Shelter allowances will not increase supply but will add to landlord profit picture.

(PRTA)

The discussion paper does not mention a shelter subsidy program.

(RP, GWHBA, MPM)

A cost-effective shelter allowance program should be developed.

(NH, KWHBA)

The GST and PST on building materials should be waived for rental housing construction.

(Goldist, Danzig)

The unfair treatment of new rental housing should be redressed, i.e., development charges and sales tax burden.

(OREA)

The provincial government is commended for the stand it has taken on harmonization of the GST and the PST. Our industry does, however, continue to be leery of the detrimental effects harmonization could have. If it does proceed, it should be revenue neutral to our industry, at a minimum.

(SHBA, LHBA)

Housing Policy and Programs

Legislation should proceed as part of a balanced strategy which removes financial and regulatory impediments to private sector production of rental housing.

(Peel, Eglinton 707/717)

The non-profit housing program should be reinstated to provide housing for needy seniors.

(TMCA, CAWCDDG, SOAR)

Ontario needs a rental housing strategy that will create enough housing to meet low and medium income tenant demand.

(CHFCCOR, Winninger)

The government should investigate ways of encouraging the provision of affordable rental housing by private landlords, not-for-profit corporations, community groups, and other interested parties. For example, it may be feasible to establish revolving loan funds for the construction of new units or the renovation of existing units.

(PSPC)

The province needs caring, common sense-minded individuals and groups who are willing to undertake projects and make rental units available at a moderate rate of return.

(WAWG)

The words “trailer parks and/or communities, campgrounds (private)” should be added to Mobile Home Parks and Land Lease Communities.

(Petition signed by 7 persons from Canterbury, Ontario, filed as an exhibit)

Landlords should be able to negotiate entry fees for mobile home parks and maintain mobile home standards.

(OMHA, HHHBA)

Others

The Planning Act should permit lease terms greater than 20%.

(PMHA)

Assessment / Taxation of Rental Housing

Rental housing should be assessed on the same basis as condominiums and single family dwellings.

(Goldist, RPTA, Rae, OREA, Danzig, SCTA, WECARP, Fuerth)

Section 60(4) of the *Assessment Act* (deferral of condominium property tax reduction until unit is owner occupied) should be repealed.

(Danzig, Fuerth)

The property tax on new rental apartments should be similar to condos. The GST costs for private rental construction should reflect that accorded to ownership housing. The provincial “capital tax” on new rental buildings should be removed. Improved financing terms should be available.

(MT)

Support is expressed for steps by the federal and provincial governments to improve the viability of private rental construction, as long as these do not come at the expense of low and moderate-income tenants or erode the existing tax assessment base.

(MT)

Property taxes should be reduced and calculated in a manner similar to property taxes on homes. The reduction of should be passed on to the tenants.

(WSCLS, WRTC, ETA, ETC, WRCLS)

We recommend that “short term stays”, which are exempt from the current and proposed legislation, be expanded to include the terms “respite and convalescent” care. This recognizes a growing and much needed service that many families and older consumers purchase.

(ORCA, HHHBA)

We support the abolition of the *Residents’ Rights Act* and the removal of care homes from the RHPA. Consult the brief for further recommendations.

(Porter)

We support the need for full information disclosure so that seniors can make informed, appropriate choices when choosing a care home.

(EGRR)

Mobile Home Parks/Land Lease Communities

The current legislation should stand until the creation of a committee made up of government representatives, as well as rural and northern residents of these communities and their landlords.

(UTO-NC, DAMPA, CMHA, TETA, PMRC, PMHA)

There should be a separate set of laws controlling mobile home park owners.

(Halls, PTEMP)

There should be a separate section of the new legislation governing mobile home parks and land lease communities, with a different guideline, capital pass through mechanism and cap to recognize the special needs of the sector. The recommendations in the brief from the Ontario Manufactured Homes Association should be followed in developing these provisions.

(FRP, CMHP, RHSA, UDI, Minto, MPM)

There should be a distinct Land Lease Community Act.

(CMHA, CMHP)

The rights of mobile home park owners should be given greater consideration. They are bound by legislation. Tenants have more rights.

(Duke, DAMPA, PTEMP)

In the case of a conversion, the *Condominium Act* should be amended to require conversion declarants obtain a Reserve Fund Study before the condominium is registered. See the ACMO brief for details.

(ACMO)

Conversion declarants should be required to ensure sufficient funds are currently on hand for the reserve fund on closing. See the ACMO brief for details.

(ACMO)

The *Condominium Act* should be amended to require conversion declarants obtain a Technical Audit Report disclosing all building deficiencies (not just those limited by the Ontario New Home Warranty Program) before the condominium is registered. The conversion declarant should be obligated to complete those repairs prior to selling units.

(ACMO)

The Ontario New Home Warranty Program should be made applicable to conversion buildings.

(ACMO)

The *Condominium Act* (section 52) should be amended to address a conversion disclosure statement, a Technical Audit Study and the adequacy of the reserve fund to purchasers. See the ACMO brief for details.

(ACMO)

Care Homes

We recommend rent increase notices be distributed to any family designate identified in a tenancy agreement. This addresses a growing family sensitivity not considered in the current legislation.

(ORCA, EGRR, HHHBA)

We recommend that as a condition of admission to a care home, prospects be required to purchase a full service agreement -- including accommodation. Nothing in the proposed legislation should be interpreted to allow individuals to unbundle a basic service package.

(ORCA, HHHBA)

within the 90 day notice period so that both parties will know the legal rent before the effective date.

(FRP, CMHP, RHSA, UDI, Minto, MPM)

Tribunals and appeals must be quicker.

(PDLA)

The legislation should recognize that parties may enter into agreements to the contrary.

(GR)

An official transcript ought to be available in cases involving an amount of money above a specified threshold.

(GR)

Hearing officers must be trained in matters of evidence and the conduct of a hearing and have the power to award costs in appropriate circumstances.

(GR)

A cooling off period should be permitted and "duty counsel" should be available for parties unable to afford representation.

(GR)

The new legislation should provide that "All decisions shall be based on the real merits and justice of the case."

(GR)

A party ought to be entitled to request written reasons for the decision within 30 days of the decision.

(GR)

Security of Tenure and Conversions

An inexpensive way to keep vacancy rates from becoming too low is to ensure that rental units are not converted to other uses.

(WAWG)

A new dispute resolution system must be put in place to solve problems such as pets, etc. within a fifteen day time period. This would help eliminate the need for the general court system.

(Kabidis)

In order to ensure a high standard of fairness, we recommend that the *Statutory Powers Procedure Act* apply to the dispute-resolution system.

(MLCS, CLSNS)

A “duty judge” process should be used for the initial screening, issuance of default judgments (including the power to award costs) and determination as to whether a real dispute exists.

(FRP, CMHP, RHSA, UDI, Minto, MPM)

We believe that a truly active duty counsel program that is designed to fit the needs of the local community is an efficient way to assist tenants, the courts and landlords.

(WELSO)

In the case of rent arrears disputes, failure by the tenant to pay the full amount owing into the system pending adjudication should result in the duty officer signing a judgment, inclusive of costs.

(FRP, CMHP, RHSA, UDI, Minto, MPM)

Provision should be made that adjudicators need “have regard to” existing decisions in common law and by adjudicators at the same level.

(FRP, CMHP, RHSA, UDI, Minto, MPM)

Written reasons should be produced if requested by either party. Proceedings should also be audio taped and the tapes retained for a specified period of time so that transcripts may be ordered by parties, at their own expense, should they be felt to be of assistance on appeal.

(FRP, CMHP, RHSA, UDI, Minto, MPM)

The new tenant protection legislation should include mandatory time lines for decision making. In landlord and tenant disputes, no more than 30 days should be allowed from issuance of a notice of early termination for non-payment of rent or breach of obligations for setting a date, conduct of the hearing, rendering of the decision and issuance of the writ of possession, where justified. Applications for rent increases should be heard and disposed of, including time allowed for appeal,

Landlords' organizations should be encouraged to hold training seminars.

(HPTA)

A certified training course should be developed for superintendents.

(ETA)

Dispute-Resolution System

Local Registrars should be given an expanded role to pre-try, mediate and attempt to resolve disputes before they proceed to a judge. See the Zarnett brief for details.

(Zarnett)

Arrears cases should be streamed into two separate groups. Arrears cases should proceed to court reported by evidence. To provide for tenant protection, judges would be given the power to impose sanctions. This system can use existing resources and reduce costs. See the Zarnett brief for details.

(Zarnett)

Tenants must have remedies available through an adjudicative body to not only order landlords to comply with repair and maintenance obligations but also to compensate tenants for losses.

(WELSO, LCHIC, UTO-ER, WSCLS, RCLC, CLSNS, HMLCS, MLCS)

The resolution of disputes between co-tenants should be dealt with through the incorporation of summary procedures for the resolution of such disputes.

(WELSO, LCHIC, UTO-ER, HMLCS, WSCLS, RCLC)

Consider the three proposals outlined in my paper. The application of practical and applied ergonomics by incorporating analyses, design, as well as testing and evaluating living arrangement systems in a restructuring process; counseling and training to improve communication skills between landlords and tenants; as well as human relations. (See submission for further details.) This concept has been successfully tried in a pilot project on Villa Street in Thunder Bay for the past eight years.

(Schoor)

Security

Mandatory 24-hour security should be legislated for all high-rise apartments.

(ACT)

Tenants who are the targets of violence in rental accommodation should be allowed to leave their residence without penalty in those cases where the landlord is unwilling or unable to provide the necessary level of security.

(OHCLC)

Landlord and Tenant Education

There should be more money and support for tenant rights education.

(OCSCO)

We do see a role for housing resource centres in your plan to revise the many changes to the LTA that will affect tenants and the coordinated access system for the housing authority, co-ops and the non-profit projects.

(HR-SL)

The government should fund tenant organizations to help tenants understand their responsibilities and their rights and to fight the bad landlords.

(BACW)

Funding should be restored to tenant counselling agencies.

(Winninger)

Tenant organizations should be funded locally and provincially through a rent check-off system of one dollar per unit per month. This could be administered through the municipal tax system.

(TV)

Advocates should be funded for tenants.

(QSPC, ORMA)

Due to monetary and transportation restrictions, many rural tenants require greater access to information sources re their rights.

(UTO-ER)

The last month's rent should be guaranteed by the government. Landlords should be allowed to recover lost rents from government cheques via Small Claims Court.

(Robbins)

A tenant should be given seven days, not 14, to pay rent in arrears after a notice has been given.

(LSHC, UC)

Make welfare benefits garnishable. The current immunity from paying debts is a form of welfare fraud that all the public pays for (increased rent, gas, hydro, phone, cable, etc.)

(Thomson)

The LTA should permit voluntary prepaid rent to be placed in trust accounts for mobile home parks/land lease communities.

(OMHA, HHHBA)

The landlord should be able to sue for rent lost in vacant months after an eviction.

(Thomson)

Licensing Landlords

Landlords should be licensed.

(WELSO, LCHIC, UTO-ER, RCCLC, HR-SL, LATA, WRCLS, UTO-ER, KALC, TAG, WSCLS, HMLCS, CLSNS)

Make it mandatory for landlords to obtain licences to operate their business of rental housing at a fee. The licence would be renewed periodically (e.g., every two years). If work orders are pending, then the licence can be renewed only at a higher fee. This higher fee could be utilized by the City to recover some cost of enforcement.

(WSCLS)

Deposits

Consideration should be given to requiring that deposits be returned after one year of reliable tenancy.

(FOCTA)

Tenants receive free advice and representation to help them through the system. Landlords need an equal level of assistance to right the balance.

(RC, PDHBA)

There should be an effective method of compensation available to landlords when tenants have caused property damage.

(Cirone, Kluiensch, DAMPA)

A landlord should have the right to give notice to a bad tenant and know that under the law they must leave.

(Casey, DAMPA)

Payment of Rent

Where tenants receive public assistance, a mechanism for direct payment to the landlord should be established in cases where rent is not paid or is late.

(OREA, WRAMA)

In order to ensure payment of rent by welfare recipients, the government should pay the rent directly to the landlord.

(Cirone, PDHBA, RC, Smar, Robbins)

The government should co-sign leases for welfare rental applicants in exchange for rent concessions.

(Thomson)

There should be better safeguards in place for landlords to collect unpaid rent. The current method of rent recovery through the courts is ineffective.

(Cirone)

Tenants should pay disputed rent amounts into the court. Failing this, the landlord should have the right to recover the premises immediately after the two-week waiting period.

(Thomson)

Any renewal form or rent increase form should advise tenants that they have a right to become a month to month tenant.

(FOCTA)

Landlords should be obliged to provide tenants with receipts.

(Winninger)

An owner should be required to provide a new tenant with a certificate stating what the previous tenant was charged. Misrepresentations of such rent should be an offence and subject to a severe penalty.

(SDGLC)

Pets

Outlaw waiver forms that allow landlords to deny tenants their right to have pets.

(Sheridan)

The current "pets everywhere" legislation should be eliminated.

(Mansell, Danzig)

If landlords and tenants agree that no pets are allowed, this agreement should be honoured for the duration of the lease. At the present time, landlords have no recourse if tenants decide to obtain pets at a later date.

(Cirone)

Tenants should be held accountable by law for any negligence as it relates to pets during their tenancy and upon its termination.

(KDI)

A pet deposit in the neighbourhood of \$500 would encourage a tenant to be responsible for their animal.

(AON)

Landlord Rights

Protection for landlords is needed and overdue in order for there to be balance in the system.

(APE, KDI, PTMP)

Posting of information (name and address of landlord, and summary of Part IV of the Act) is the most ignored requirement of the Act. If it is not posted, a tenant should not pay rent.

(UTO-NC)

Visually impaired tenants should be taken into consideration when notices are posted.

(Winninger)

Tenancy agreements or leases should be required to contain the full name and address of the owner. At the moment, a large number of tenancies in Ontario are subject to tenancy agreements as opposed to leases. The former are often unwritten and can create great doubt as to the legal position of the parties. Some form of tenancy agreement should be made mandatory.

(SDGLC)

Landlords must post the market rent for units in their buildings in a spot that is visible to potential renters.

(NTTN)

The dissemination of information - an abbreviated form of the LTA - should be made a mandatory part of signing a lease.

(CFSO)

The system should be made more accessible in terms of forms for standard leases and certificates issued with the assistance of the Canadian Bar Association - Ontario.

(SDGLC)

There should be standard forms that relate to tenant applications under the Act. See the TAG brief for details.

(WELSO, LCHIC, UTO-ER, TAG, WSCLS, RCCL, LAW, WRCLS, CLSNS, MLCS, HMLCS)

Standard forms should be available for both landlord and tenant purposes.

(MLC, CLSNS, MLCS)

Section 106(5) should be amended to state that this section only applies to applications for rental arrears and not for any other cause of action contained within the same application.

(Peel)

There is no obvious reason for the “illegal act” ground for eviction in section 107(1)(b).

(TAG, WSCLS)

The Act (section 113) should be amended to set out limits for the abatement of rent both for subject matter (only heat, water, etc.) and reflective of the monthly rent paid. A repair completed within a reasonable period of time cannot be the subject of an abatement claim.

(Peel)

Section 113 should be amended to provide jurisdiction to the court for an order for the payment of the income loss suffered as a result of the misrepresentation of the income of public housing tenants.

(Peel)

The Act (section 113(8) and (9)) should be amended to allow set asides only for Registrar’s judgments, identify that a judgment is final when pronounced, and state that the court is *functus officio* after execution of any writ of possession.

(Peel)

The Act should be amended to either eliminate the set aside provisions (sections 113(8) and (9)) in favour of the right of appeal or the granting of the set aside be made an exception for significant cases where set-aside is absolutely necessary; see Peel brief Appendix 1 for details.

(Peel)

Section 122(2) (discretionary power of a judge) should be removed from the Act.

(Peel)

The Act should be amended to empower Registrars to award costs where default judgments are issued.

(Peel)

Rules regarding Agreements to Terminate must be clarified.

(TAG, WSCLS)

It should be clarified that “interfering with the reasonable enjoyment of the premises by the landlord” only applies to resident landlords.

(TAG, WSCLS)

Exempt suites in private homes from the LTA.

(Stukas)

Exempt four-plexes from the LTA.

(Attenborough)

The legislation should be amended to require that a motion to set aside a judgement be on notice to the landlord.

(CHVD)

Provisions of Part IV of the Act (Residential Tenancies) should be removed from that legislation. The legislation thereafter would only apply to commercial tenancies.

(MMC)

It must be made even more clear that Part IV of the Act should be paramount to govern the relationship arising out of any residential tenancy.

(TAG, WSCLS)

Legislative protections for tenants who face violence in rental accommodation should be included as Part V of the Act. Based on the protections contained in Saskatchewan’s *Victims of Domestic Violence Act*, they would allow tenants to obtain protection on an ex parte basis after having proven the risk of violence on a balance of probabilities. Consult the brief for further details.

(OHCLC)

The Act should be amended to amalgamate the section 94 process into section 113 process to allow the court to award the cost of the damage as a remedy under section 113.

(Peel)

into the court all monies owed and failure to pay into the court must be grounds to stay the appeal.

(Peel)

The judicial process associated with administration of the Act should provide for full evidence disclosure in advance of any hearing before a Registrar or Judge and the right to postpone proceedings by either party limited to one occurrence.

(Peel)

The Act should be amended to require that payment of rent owed in dispute to the Clerk of the Court must be strictly applied.

(Peel, CHVD)

The concept of Notice of Termination must be retained but the notice period should be reduced for rent default.

(Zarnett)

The Act should be amended to: streamline the procedure; permit Judges to make orders for repair; permit tenants to obtain "cease and desist" orders for tenant harassment; clarify procedure for disposal of goods left on premises; provide expedited trial and appeal process where landlord/tenant life or safety is affected; simplify forms; permit greater access to show property for sale; and allow on assignment or sublet rent increases to market levels on 90 days notice. See the Zarnett brief for details.

(Zarnett)

The landlord's obligation to maintain the rented residential premises should be a "strict liability."

(TAG, WSCLS)

"Abandonment" of the premises should be clearly defined.

(TAG, WSCLS)

The Act should be amended to clarify that only the entering into a written or verbal lease constitutes the creation of a tenancy.

(Peel)

There should be a complete code of procedure in landlord and tenant matters.

(MLC)

Tenants should pay directly for electricity consumption. Individual metering should be installed by Ontario Hydro.

(Danzig, Fuerth)

The term "landlord" is unnecessary historical link to feudal days. It carries a connotation of dominance which is not in keeping with the intent of the law. Plain language such as "owner" and "tenant" would be appropriate.

(SDGLC)

Hotel, motel, bed and breakfast and other commercial establishments should not be regulated under the Act.

(Kabidis)

Enforcement of the LTA should be moved to the Small Claims Court.

(Miller)

Amendments

Amendments should ensure that the Act applies to residential tenants and not to the recreational tourist. It must make clear what constitutes a mobile home and a park model trailer.

(OPCA, SS)

The exemption for shared facilities should be extended to include subtenants.

(LSHC, UC)

The Act should be amended so that where the action is because of rental arrears and there is no dispute, the plaintiff shall submit affidavit evidence of the amount of arrears owing and the judge shall render judgment on the basis of that evidence.

(Peel)

The Act should be amended to require that written leave to appeal be obtained and the stay be effective only until such time as the leave application is heard on an expedited basis. During the appeal the tenant must be required to continue to pay

Specific proposals are put forward with respect to administrative issues associated with police and Crown enforcement of penal provisions and award of costs. See the TAG brief for details.

(TAG, WSCLS)

Detailed procedural issues and recommendations are made with respect to tenant applications, counter applications, applicability of rules, service, and payment into and out of court. See the TAG brief for details.

(TAG, WSCLS)

Issues related to anti-social behaviour should be separated from arrears.

(SHCGP)

Tenants must be given the right to deduct from next month's rent cheque any services not provided by the landlord.

(Dave)

A tenant should be allowed to give the two-month notice required to vacate tenancies month to month on the first day of the month, when rent is due.

(SDGLC)

The sale of a property is a fair and viable reason to terminate a lease at the end of the term.

(LSHC, UC)

A notice of termination should include reference to a landlord having the right to show a unit while the tenant is still in possession.

(LSHC, UC)

There should be a form of early termination of a tenancy permitted on death or in the event of serious illness.

(WELSO, HMLCS, LCHIC, UTO-ER, WSCLS, RCLC, CLSNS, MLCS)

Current termination notice periods should be reduced and include the following: 1) the time permitted a tenant to pay arrears should be reduced to seven days from 14 and 2) the time for termination of a tenancy for cause should be reduced to 10 days from 20.

(KDI)

The government should place major acts and regulations governing building design, and new and retrofit construction under one ministry or administrative authority.

(JCC)

Regulations should be streamlined while not compromising legitimate safety and environmental concerns.

(OREA, LHBA)

Enforcement of building, fire and property standards should be placed in the hands of one municipal inspectorate.

(JCC)

Building officials should be able to exercise discretion in accepting innovative approaches to building designs.

(JCC)

The government should review the participation of interest groups on the Ontario *Building Code* advisory committees.

(JCC)

No rent increase should be allowed without a 'certificate of standards compliance' being issued by a municipality. It would be the responsibility of the owner to obtain the certificate from the appropriate authority.

(SDGLC)

Landlord And Tenant Act

Leases should be mandatory at all times.

(Cosgrove)

There is concern regarding the rights of minors (16 or 18 years of age) to sign a lease.

(WRCSJ)

move-out reports, cost-recovery of cleaning, repair of tenant damages, and mediation in the case of disputes.)

(MMC)

Sections 23 to 28

Sections 23 to 28 (inclusive) of the current RTA should be eliminated from any new tenant protection act. The grounds set out in these sections constitute duplication with the current LTA and have led to a multiplicity of proceedings.

(UDI, Minto)

Rent Control Hearings and Procedures

Steps should be taken to reduce the likelihood of “marathon” hearings by requiring parties to provide particulars in advance of a hearing.

(GR)

New legislation should preclude the filing of additional evidence and argument after the hearing, unless specifically directed by the hearing officer.

(GR)

Notices of rent increase should be simplified.

(GR)

Maintenance

General provincial and municipal property standards should be made known to landlords and tenants. They should also be reviewed every five years, especially in regard to fire prevention.

(CARP)

The landlord’s maintenance obligations relate to the “rental site” and “support infrastructure”; the tenant is responsible for their unit. Legislation must allow the municipality to deal with the tenant in regards to property standards violations pertaining to the unit.

(CMHA, CMHP)

buildings have the least need of repair. The oldest buildings, which have the greatest need of repair, would end up making the lowest amount of contributions, and there simply would not be enough funds to provide for adequate capital expenditures. The tenants who receive the benefit of those capital improvements should be the ones who pay, and those who do not receive any benefit should not have to pay.

(CCP)

A portion of each tenant's monthly rent should be deposited in a separate bank account. The account would be registered to the building, not the landlord, and it would be used solely for the purpose of making major capital improvements to the building.

(Walker)

Landlords should set up and maintain a reserve fund.

(HPTA)

Building-specific capital reserve funds should be established by landlords out of current rents and guideline increases.

(Hall, TAG, ACOMO, McConnell, RPTA, HPTA, WSCLS)

Equalization of Rents

There should be provision for equalization of rents within a building.

(MDSA, ETC)

The ability to equalize rents should be restored within the legislation, subject to an annual cap of 4%.

(Andrade)

Exemption from Rent Control: Non-profit Housing

Assurance is requested that the present exemption be continued.

(MT)

Cleaning and Damages

Since the RCA introduced a requirement that landlords should take their tenants to court to collect for damages or cleaning charges, many departing tenants choose to leave the cleaning of their units to the landlord. We propose a more cost-effective way to deal with these issues. (See brief for details on move-in

annually; or 3) 15% to 20% of the difference between the chronically-depressed and market rent, per month, annually.

(ORLA)

Any new legislation should include higher increases (e.g. 5% above the guideline for three years) for units which are 15% below the average rent as computed annually by Canada Mortgage and Housing Corporation (CMHC).

(APE)

Vacancy decontrol provisions do not solve the problem of dramatically depressed rents that the mobile home park and land lease community industry is experiencing. The reason being that with rents averaging below \$150.00 per month, the turn-over of existing tenants is very slow, likely well below traditional apartment statistics. As a result, it may be years before a community can reach market rent.

(UDI-RGI)

Capital Reserve Fund

We urge the Minister to consider the establishment of a capital reserve fund as a possible solution to the capital expenditure problem. Such a reserve could be funded by the landlords out of the guideline increase and by other means, but not from any extra charge imposed on tenants.

(OWN, ETA)

The province should institute a maintenance reserve fund. Landlords would be required to contribute a certain percentage of their rent income to a centralized fund. This fund would act as an insurance plan which landlords could use if major capital expenditures were needed to be made to their buildings or land lease communities. Such an initiative would ensure that the portion of the rent is actually used for repairs.

(MTLS, TETA)

Government, municipalities and landlords should prepare a plan of which buildings are restorable. After the capital reserve fund is initiated, this money can be loaned to the landlords at a lower rate of interest. For further details, see the submission.

(WSCLS)

The concept of capital reserve funds is very complex and it is very unfair, both to landlords and to tenants. The tenants in the newest buildings, which typically have the highest rents, would end up paying most into the reserve funds, but those

Rent control should be scrapped.

(Dmytro, SPLA, Miller, WRAMA, LHBA, LPMA, OMHA, BLHL, FH, PDLA)

Market place rent control is the best rent control mechanism.

(PDHBA, AON)

The market place should determine rent. Rent control should be maintained only in those places where it is necessary.

(ETC)

Impact of Rent Control

Ending rent controls will have no positive impact on the supply problem - the lack of effective market demand.

(Hulchanski, CHFCOR)

With or without rent controls, landlords make individual decisions on maintenance based on the expected market resale value of their property.

(Hulchanski)

If there was effective market demand for new rental buildings, they would be built. If there is mainly or only social need, the market will not respond.

(Hulchanski)

Chronically-depressed Rents

The consultation paper does not mention relief for landlords of properties (including mobile home park owners) where rents are chronically-depressed relative to their true market value.

0(Castellani, Dymtro, GHI, OMHA, MJW)

Landlords collecting below average or economic rents should be allowed to collect the rents they are taxed on. This would offer advantages to landlords, taxpayers, tenants, the housing industry, and government.

(AE)

When the rent in a unit is less than the benchmark, a landlord should be allowed to charge an additional amount over and above the current annual increase. This amount would be the greater of: 1) an additional 4% annually; 2) \$50 a month

Rent Control Act

Rent should be based upon the area of the apartment.

(Zeus)

Rent control should be self-funded within the industry. See the brief for details.

(SPLA)

Section 3(1) of the Act should be amended to exempt recreational lots owned by the government of Ontario, conservation authorities or other public agencies. See the UTRCA brief for details.

(UTRCA)

Section 3(1) should be amended to exclude campgrounds/trailer parks with a season of less than six months.

(PMRC)

No negotiation outside of the legislation should be permitted.

(HHCHW)

Phasing Out of Rent Control

Rent controls should be completely eliminated. This elimination must be tied to the removal of other impediments to rental housing development and to supply and income assistance for tenants.

(Peel, LHBA)

The government should establish rules of fair conduct and act as an independent arbitrator of disputes.

(Spencer)

Rent increases should be left to negotiation between landlords and tenants, with a system of arbitration for those instances where agreements cannot be reached.

(Danzig)

Rent control should be phased out over four years.

(KWHBA)

The hearings should be extended to hear other groups.

(TCRC)

The government should invite tenant, municipal and landlord representatives to a round table discussion on the proposals.

(CML, Balliosingh, Hollingsworth, WPIRG, WRHC)

An advisory committee should be struck with representatives from all relevant ministries, tenants, people in care homes, landlords and developers, legal clinics, and community groups to review this legislation and consult on the impact of implementation.

(QSPC, WELIFT)

The introduction of legislation should be delayed so that an independent body can be established in order to examine the impact of the changes.

(PCLS, WECA)

The consultation process does not address the assumptions which underline the proposals.

(SHACH)

We demand that there be extensive public hearings respecting the legislation drafted following these hearings.

(PCLC, FOCTA, DCLS)

Legislation should be delayed until all avenues have been explored.

(Baird)

The discussion document does not mention social housing. The current legislation has dealt with social housing as an afterthought, leading to confusion in the courts. The Committee is encouraged to have a special consultation with social housing providers.

(CCOC)

The government wants a free market solution without getting its fingers wet. This is an abrogation of responsibilities.

(WSCLS)

We suggest that the government give cash incentives to be tied into certain conditions. (For further details on increases in capital expenditures, capital reserve fund, etc., please see the submission). In order to determine which developers the government may not wish to support, government should go through all the records of the Registry and see the amount of money landlords have charged for capital expenditure and operating costs pertaining to maintenance and repairs. The government should also physically inspect all buildings and assess which landlords took the highest increases above the guidelines yet have the worst maintained buildings. This becomes the data base for the government to use when assessing which developer/landlord should not receive a building incentive.

(WSCLS)

The construction industry has chosen to shy away from rental housing development because of the following real impediments: high property taxes; land transfer taxes; costly red tape; obstructive zoning regulations; government approval delays; high cost of construction material; high cost of land; high cost of union labour, etc.

(RYGTA)

The proposals are a step in the right direction, although much negated by the proposal to reinstate rent control when a unit is reoccupied. But there is more to it than removing rent control. You must look at the costs associated with the Ontario *Building Code*, the effect of the GST, property tax inequities, and development charges. Consult the brief for further details.

(UC)

On their own, the proposals will not result in more rental housing. A broader set of legislative and regulatory reforms is required to provide the proper conditions for the construction of rental housing and bridge the gap between market and economic rents. These include the following: regulatory streamlining; building requirements; planning and design control; the *Development Charges Act*; property taxes; and the GST. Details can be found in the OCHBA brief.

(OCHBA, KDI)

It was hoped that the TPP would include modifications to recent amendments permitting pets.

(UC)

Motivation to Build and Administrative/Financial Burden on Rental Housing

There is no evidence that landlords and developers will invest in affordable housing, even if the rules are loosened and the system is changed. Evidence from other jurisdictions suggests that the removal of rent control simply makes existing housing more expensive, but does nothing to increase the availability of affordable housing.

(KALC, Life Spin, LATA, CAWCDDG, WECARP, LAW)

The tenant protection proposals will not motivate new rental housing. They are only a slight relaxation of the existing scheme. As well, new development and construction is so expensive that existing rental is unbeatable competition.

(BLHL, RP, LHBA, WRTC, KWHBA, WPIRG)

Industry reports have shown that the removal of rent controls will not be enough to stimulate new rental housing construction. Other major changes will be necessary and they are beyond the scope of this discussion paper.

(Walker, MTLs, HRCS, CCOC, SCTA, STTA, FOCTA, DCLS, SHACH, HMLCS, SHCGP)

The government should investigate other ways of reducing costs to make building affordable rental housing more attractive to developers and landlords.

(MTLS, LHBA, PDHBA)

From a builder's perspective, the proposals in the discussion paper on their own will not result in a major infusion of monies into new rental investment. However, we also recognize that transitional measures are appropriate to acclimatize the industry, the public and the provincial government to a new system.

(OHBA, TBHBA)

The proposed modification of the rent control system will fail. It will not create more rental apartment projects, new jobs or increased tax revenues. A three-step alternative is outlined in the brief.

(Vari)

I would like to see a thorough public education program tied in to the tenant protection proposals. I would also like it made clear that harassment of tenants due to their disabilities will be punished.

(PACE)

A tenants' rights education campaign geared towards young or first-time renters is an important initiative which should be included in future proposals.

(ONDY)

Whatever you call this legislation, don't include the words "tenant" or "landlord". Use something like "lessee" and "lessor". Also, do not call it "tenant protection legislation".

(TV)

Landlords in small communities should be considered when developing new legislation.

(KDI)

Most of the proposals in the TPP seem to be responses to the situation in large cities, particularly Toronto. The demographics, social structure and housing needs vary between cities and rural areas. We suggest that organized areas and cities be permitted to overrule the RCA and related legislation by means of local bylaws. This will enable communities to respond to their specific needs, more quickly and efficiently than is possible with provincial legislation.

(STPTA)

The issues and concerns that cause the need for rent control appear to originate in the Toronto region. Legislation would be more effective if it did not cover smaller areas outside of that region.

(PDHBA)

The entire province is not called Toronto. The best tenant protection is ample accommodation.

(HDAA)

The government should strive for a simplified act because a lot of tenants and landlords are unsophisticated.

(TV)

The RCA, the RHPA and the LTA should be maintained. The TPP proposals should be abandoned and the government should work on a comprehensive housing strategy.

(Hall, OCSO, McConnell, Tabuns, OWN, SSG, Gardner, Seiler, RPTA, Banville, SDSJC, WRCLS, Life Spin, MacIssac)

The current legislation should be updated and consolidated.

(ETA)

Tenants are deeply concerned about your government's desire to remove:

- rent control and the rent registry system;
- protections against unfair eviction;
- landlord's obligation to act fairly
- landlord-tenant court proceedings
- controls on conversion and demolition of rental housing when no alternative housing is available

We recommend that you re-think your position on tenant protection legislation.

(RYGTA)

The impacts of the TPP include rent gouging, "dehousing", demolition and conversion of rental stock, and glutting the condo market.

(Hulchanski)

Other Comments on the Tenant Protection Package

The proposals for changing legislation should be reviewed in light of the stated goals. Some of the proposals seem contrary to the achievement of these goals.

(PSPC, AL, SPRCH)

The TPP and related legislation should treat both landlords and tenants fairly.

(GR, Robbins)

A preamble should recognize that there are both bad landlords and tenants with respect to harassment and maintenance.

(Harper)

The Committee should recommend that these proposals be scrapped and that new proposals for rental housing supply be brought forward based on a recognition of the lack of effective market demand.

(Hulchanski, BACW)

The proposed legislation does little to ensure the stock of rental units. It takes away tenant rights to affordable housing, and severely restricts the services that have kept tenants informed of their rights.

(JSTA)

There is no protection in the TPP.

(UTO, FMTA, EYNPPRA, RPTA, NLS, Panzuto, WELSO, LCHIC, RCLC, L WHTA, LCMTRYR, WSCLS, HMLCS, ORMA, UTO-ER, Novac, Johns)

The proposals in *New Directions* should be rejected in their entirety.

(TAG, Levitt, MNSJ, Quick, MTLs, CHFCOR, NLS, WSCLS, WTA, LDLC)

The TPP should not proceed.

(WELSO, LCHIC, HMLCS, Balloosingh, KAN, RCLC, Mandler, UTO-ER, CAWCDDG, Krall, NLSLMH)

The TPP does not address the creation of new affordable rental housing.

(CFSSO, TCRC, RPTA, L WHTA, EYTA, CHFCOR, Hulchanski, VCAPHC, Proudfoot, HF, WRHC, LDLC, Mathysen, ELUCOC, Johns, OSG, TACNWH, WECA, Krall, LAW, WELIFT, WEBLC, Werner, Schlichter)

This legislation is not satisfactory to the industry. There is a need to create an environment for the private sector to build rental housing.

(Goldist)

Unless the government is prepared to move to a market-based rental system, the current rent control system should be retained.

(Danzig)

MISCELLANEOUS WITNESS RECOMMENDATIONS

Support for the Tenant Protection Package

Streamlining the system is essential.

(Carter)

The new legislation will encourage the private market to provide additional affordable housing in the communities where there is a need.

(EML, GWHBA)

The Committee should move ahead with the reform proposals.

(BCRAO, PDLA)

Change in the rent control system is one of the steps necessary to restore a balanced housing market.

(MTABA, OREA, Fuerth, SPLA)

Opposition to the Tenant Protection Package

The proposals are incomplete, vague and inappropriate. Do not proceed with the proposals. Instead, the government should undertake community consultations and public hearings prior to any new legislation.

(MLC)

The proposed system assumes that all tenants are capable of making an appeal and that the relative abilities of landlords and tenants to advocate are equal.

(UTO-NC)

How does the existing system not protect tenants? Cannot the enforcement of property standards be improved under the present system?

(Zwicker)

The proposals are not supported.

(UTO-TB, Bruneau, YRCSJ, WSCLS
CAWCDG, WWIC, JNTHH, Life Spin, PTA, UCO, SCCP, VIP)

OTHER ISSUES FOR DISCUSSION**Capital Expenditure Cap**

What cap should be placed on the special cost-pass-through provisions for capital expenditures required by a public agency?

When a public agency requires an infrastructure upgrade, the actual costs involved, as attested by the approval agency, should be amortized and added to the rent. Tenants should have the option of paying this expenditure as a lump sum.

(CMHA)

There is no need for such an extra provision. Currently, when a mobile home park landlord obtains a writ of possession pursuant to s.113 of the LTA, he or she has a right to enforce that writ within seven days of judgment, not 60. Presumably, the government proposes to put this into the legislation to make sure landlords feel they have a right to remove trailers from their land where tenants cannot afford to remove them. However, as they already have this right, and there are no reported cases where a decision has been made otherwise, it seems unnecessary.

(MLC)

The discussion paper suggests a 60-day time period before the landlord can dispose of the mobile home. I do not agree with such a short time period before disposal. Many tenants like myself leave the trailer park during the winter months. We are absent for long periods of time. There could possibly be a situation where I could not return to the trailer park on time at the beginning of the season or where I could be absent from the park for a period of time during the normal season. There must be some kind of safeguard in place to make sure that landlords do not blindly make assumptions that if tenants are away for a long time, this means they have abandoned their mobile home. I feel that mobile home tenants are particularly vulnerable because the loss of their home or tenancy can often lead to a loss of their main financial investment. If we lose our homes, we basically lose our financial security.

(Lacey)

Longer time periods should apply.

(WELSO, LCHIC, UTO-ER, HMCLS, RCLC, WRCLS)

The provisions of the *Residential Tenancies Act, 1979*, should be adopted.

(NLSLMH)

There must be some provision for alternate comparable accommodation in the event of a conversion or full compensation for the loss or diminished value.

(WELSO, LCHIC, UTO-ER, HMCLS, RCLC, WRCLS)

Bulletin Board

The landlord's obligation to maintain a publicly accessible bulletin board to display "For Sale" signs, or allow tenants to display "For Sale" signs in the windows of their homes.

Tenants, through their tenancy association, should decide if "for sale" signs will be permitted in windows or on a display board.

(CMHA, CMHP)

Signs should be permitted on the mobile home or on the home's leased land.

(Proudfoot)

It should be the community owner's decision as to whether "for sale" signs should be displayed in the window or on a notice board. Signs should not be placed on land.

(OMHA, HHHBA)

Abandoned Homes

The right for a landlord to remove abandoned homes and their contents from the property after 60 days with a writ of possession, if the owner cannot be contacted by registered mail or other reasonable means, and if proper notice has been published in a newspaper of general distribution.

After 60 days, the landlord should be allowed to sell the home (similar to the power of sale) and to pay costs and creditors, with the balance held in trust for the tenant.

(CMHA, CMHP)

Abandoned homes are a special problem within land lease communities. The removal of an abandoned home from a site is not only very expensive but could also reduce its value. At the discretion of the landlord, once it has been determined that the home is abandoned and after the 60 day period suggested has expired, the landlord should be permitted to sell the home much like a power of sale. From the money received, the landlord would receive shortfalls in rent and reasonable costs, creditors registered to the home will be paid and the balance placed in trust for the tenant.

(UDI-RGI)

A sale should not be constrained by undue sublet or assignment of tenancy limitations.

(WELSO, LCHIC, UTO-ER, HMCLS, MCL, RCLC, WRCLS)

The power of management of mobile home parks over tenants in the park where I live is such that management will thwart a tenant in the selling of his/her home. This power over tenants must be curtailed.

(Boyd)

The landlord should be given 72 hours to purchase a unit after being advised that it is for sale.

(Mathysen)

Right to purchase Goods/Services

The right to purchase whatever goods and services they choose.

Obligation to Maintain

The obligation to maintain their homes.

For landlords this includes:

Landlord Obligation not to Over-charge

The obligation not to charge unreasonable installation or other fees.

Landlord Obligation re: Maintenance

The obligation to maintain the infrastructure and grounds of the park or community.

New rights and responsibilities specific to the land-lease arrangement will include:

The same rights and responsibilities concerning rent control, maintenance, and repair as all other landlords and tenants should apply.

(WELSO, LCHIC, UTO-ER, HMCLS, RCLC, WRCLS, NLSLMH)

Mobile home parks should not be treated like apartments.

(OMHA HHHBA)

Additional capital expenditures should be permitted.

(OMHA, HHHBA, White)

The 4% cap on capital expenditures should be somewhat higher for mobile home parks and land lease communities given that rents are proportionately lower in these communities compared to rental apartments. We recommend, therefore, that increases in capital expenditures be three times the 4% cap (12%).

(UDI-RGI)

The cap on capital expenditures should be 12% or \$50 per month, whichever is greater.

(OMHA, HHHBA)

Tenant/Landlord Rights and Responsibilities

Tenants and landlords will continue to have rights and responsibilities specific to the land-lease arrangement.

For tenants this includes:

Tenant Right to Sell/Lease

The right to sell or lease their home.

We support the charging of market rent on a sublease. The sublease must be subject to all other obligations of the original lease.

(CMHA, CMHP)

This proposal is obviously an error as tenants already have these rights under Bill 21 and they are contained in section 125.2 for mobile homes and section 128.1 for land lease tenants.

(MLC, WELSO, LCHIC, UTO-ER, HMCLS, CLC, WRCLS, TETA)

Mobile home parks should not be treated like apartments. Until the market rent is reached, the guideline should be five times the apartment guideline or \$50 per month, whichever is greater. Rent controls should not be applied to the park site if the home is not the owner's principal residence.

(OMHA)

Cost-Pass-Through Allowance

Landlords will be eligible for a higher cost-pass-through allowance for capital expenditures when a public agency requires infrastructure upgrades (e.g., water and sewer systems).

Allowing higher allowances is unreasonable and unfair. Tenants simply cannot afford these extra costs on top of mortgage payments, rent on the land, maintenance charges, utilities, heating, snow removal, and the costs of 'living out of town' and working 'in town'.

(UTO-NC)

There should be protection for the tenant from increased rents due to greater infrastructure costs that the landlord falsely claims are being charged.

(TVP)

Maintenance should be a pass-through to the resident. There should be a homeowner maintenance committee.

(PMRC, PMHA)

There must be a reasonable cap on the amount passed on to tenants.

(TETA)

This proposal is an outrage. Many of the reported cases involving mobile home parks and land lease communities are about tenants trying to get basic services like water or repairs to outmoded sewage systems. Landlords who have abused tenants by allowing disrepair to occur over years of neglect should not be rewarded by higher rent increases than other landlords. Force these landlords to pour their profits into the upgrades on a systemic and timely basis and not wait for crises to happen like a burst sewage pipes and polluted water systems.

(MLC, LUDO)

- The majority of older mobile home parks, due to initially low rents and ten years of rent controls, are in dire straits. Chronically depressed rents such as those at \$100 to \$150 per month need to be altered in order to ensure the survival of the community. We believe that the rent control guideline formula can be utilized to remedy this situation. In this regard, UDI-RGI recommends that for chronically depressed rents, monthly rents should increase annually by the greater of: guideline X 3 or \$50.00 per month.

(UDI-RGI)

An application for rent reduction due to inadequate maintenance should be based on “actual cost” of the service.

(CMHA, CMHP)

Any site not previously leased should be treated as new construction and be exempt.

(CMHA, CMHP)

The land lease cost cap should be zero percent.

(PMHA)

There should be some controls on the land lease fee.

(PMRC)

A rent of \$175 per month per site should be permitted.

(White)

Retain the existing rent guideline system in respect of owned-home-leased lots.

(Waldie, McLean)

We urgently request that you seriously reconsider any removal of rent controls in mobile home, modular park communities. Consider very carefully the major differences between rented dwellings and rented land.

(Keane and 57 similar letters from Strathroy)

Land lease tenants should not be treated any differently from other tenants with respect to rent control matters.

(MLC, Winninger)

- Rents in mobile home parks and land lease communities are considerably less than in apartment buildings and the typical rent control guideline creates an ever-widening difference between these rents. Therefore, we suggest that the guideline formula for these communities be three times that of normal apartments; and
- abnormalities that need to be addressed:

The principle of continuing with the current rent control guideline for sitting tenants is acceptable. However, mobile home parks have two distinct

(CMHA, CMHP)

The rent control guideline for mobile home parks and land lease communities should be three times the apartment guideline. In older mobile home parks annual rent increases should be the greater of three times guideline or \$50 per month.

(PMRC)

The lease should revert to fair, market value after a resale.

(CMHA, CMHP)

There is support for a landlord to re-lease a site at fair market rent; the new rent should be excluded from further rent control.

Tenants will receive rent control protection.

Rent Control

(PCLC)

The proposals contained in the government's discussion paper will further reduce affordable housing by eliminating the RHFA controls on the conversion of residential properties. In Peterborough County, these conversions will result in the closure of mobile home park communities.

(Lacey)

If the government is going to allow a mobile home park owner to close the park, then the government should require the park owner to ensure that the tenant has alternative comparable accommodations. The owner should also pay to relocate the tenant.

Alternate Accommodation

How can residents be assured of getting the right kind of alternate accommodation?

MOBILE HOME PARKS AND LAND LEASE COMMUNITIES

The captivity of the consumer should be recognized in land lease situations.

(WELSO, LCHIC, UTO-ER, HMCLS, RCLC, WRCLS)

The proposals reduce the amount of affordable housing available to low income mobile home park tenants. Three principal concerns are the scarcity of sites and long waiting lists, moving costs, and the problems associated with moving older homes.

(LUDO)

Bill 21, the *Land Lease Statute Law Amendment Act*, should be enforced.

(Mathysen)

Security of Tenure/Privacy

Tenants will continue to be protected by provisions such as security of tenure and privacy outlined in other sections of the document.

Mobile home park dwellers need assurances that they will receive protection when a landowner decides to close a park. This is a routine experience across the province as cities annex rural areas encompassing parks, discover the cost of providing city services and force a park's closure.

(STPTA)

People living in mobile home parks are different from other tenants in many ways. The proposed changes will not protect our rights as tenants.

(Tyssen)

Care home owners must obtain municipal permission before they can convert, renovate or demolish their facility. If their request is approved by the appropriate municipal agency, the home care [sic] owner must find alternative, comparable accommodation for residents. If the rental fee and other care costs have to increase, the home care owner must pay the resident the equivalent of one and a half times the resident's costs at the owner's facility for three months.

(CARP, WECARP)

Care home tenants should be moved to suitable alternate accommodation at the landlord's expense.

(WELSO, LCHIC, HMCLS, UTO-ER, RCLC, WRCLS)

Short-stay Facilities

Therapeutic Rehabilitation Facilities

Facilities that offer temporary accommodations for therapeutic and rehabilitation reasons, such as second-stage shelters and drug rehabilitation centres, will be exempt from the new legislation.

OTHER ISSUES FOR DISCUSSION

Transferring Residents

Should there be a formal process for transferring a resident of a care home to another facility?

There must be a formal process in place for transferring a resident of a care facility.

(ORTA)

Transfer Process

What should the transfer process be?

There must be comprehensive guidelines specifying the process for ensuring that any assessment is done by competent and credible professionals. These individuals should be chosen by and/or with the approval of the tenant prior to an operator having the right to transfer an individual. There must be rules and regulations as to whom is qualified to assess the need for change of care and under what specific circumstances the landlord has the right to 'transfer' a tenant.

(PUSH-HWO)

Eviction protection should be the goal, not fast-track evictions.

(QSPC)

Care home tenants should not be subject to eviction procedures that are different from any other tenant.

(OCSCO, Seiler, PUSH-L, Winninger, UTO-ER)

The eviction legal process for shared accommodation, under the LTA (s.107) should be speeded up where the basis for eviction is serious misbehaviour. (See the TCRC brief for details re proposed notification times and quicker court hearings.)

(TCRC)

Right to Convert, etc.

Convert, renovate or demolish facilities as they see fit, on condition that they find alternative, comparable accommodation for residents.

Persons with disabilities and seniors are often forced to move several times in a year, from one care home to another, as operators decide to privatize to attract tenants who can pay higher rents. Moves sometimes separate people from their support networks. The discussion paper refers to 'alternative, comparable accommodation'. What process will be put in place to ensure that the new accommodation is suitable? Will tenants have the right to determine whether or not the alternative is suitable and meets their needs? What consideration will be given to the amount the individual can afford to pay?

(PUSH-NWO)

Concerns were raised with regard to the impact of this measure on care homes.

(OAC, PUSH-L)

There must be rules defining what constitutes an alternate and comparable unit.

(WELSO, LCHIC, HMCLS, UTO-ER, RCIC, WRCLS)

The protection of the RHPA should be maintained for care homes.

(TAG, WSCLS, NLSLMH)

There is no justification for “fast tracking” in anything but shared facility care homes.

(TAG, WSCLS)

Care home tenants should be allowed time to correct the problem, dispute the landlord’s claim and access community resources to find a new home. Alternatively, a landlord wishing a fast-track eviction could be responsible for finding alternative accommodations while the eviction is being processed.

(HHCHW)

There are adequate procedures in existing legislation and there is no need for this form of quick and dirty eviction.

(WELSO, LCHIC, UTO-ER, RCCLC, WRCLS, HMCLS, NLSLMH, PCLS)

There should be alternative ways of dealing with these cases, e.g. restraining order.

(OAC)

“Threat” should be specifically, not arbitrarily defined. Merely disrupting peaceful enjoyment of other residents should not be grounds for fast-track eviction. The definition is open to abuse. Fast-track eviction should only include violence and threats of violence.

(Rakus)

Unless there is substantial pressure from tenants, there should be no fast-track eviction procedures available to care home operators. The only sufficient reasons for a fast-track eviction procedure is to protect the rights of other vulnerable tenants from someone who is disruptive or threatening. If a fast-track eviction procedure is introduced, there should be a high threshold for its use including that (1) the remedy only be available for evictions from congregate living arrangements (2) the care home operator must arrange for alternative accommodation, and (3) the care home operator must demonstrate that other tenants are particularly vulnerable to the harm caused by the disruptive tenant. The substantive test should be that the subject of the fast-track eviction proceeding is significantly jeopardizing the health and safety of others and is likely to continue to do so.

(ACE, TMCA, WSCLS, OCBH, WRCLS)

The discussion paper says that transfers will be subject to “appropriate protections”, but it does not specify what these protections should be or what level of protection would be considered appropriate. There is nothing under the tenant’s rights to ensure that the tenant is the one who has the right to determine if the protection is appropriate.

(PUSH-NWO)

Fast-Track Evictions

Fast-track eviction cases for residents who pose a threat to other residents.

We support this proposal.

(Porter, EGRR)

In a situation where grounds for termination flow from the violent conduct of the tenant or those permitted upon the premises by the tenant, which conduct threatens the physical, emotional and/or mental health and/or safety of the other tenants and/or the landlord, an “interim removal procedure” should be available to the providers of supported and/or supportive housing. This would allow a landlord to secure, on an ‘ex parte’ basis, without notice to the tenant, an order requiring that the tenant leave the premises during proceedings concerning termination of the tenancy agreement, until the court or competent tribunal has determined such proceeding.

(ONPHA, CCOC)

Agree to fast-tracking eviction cases, provided a contingency plan is in place.

(ERTAC, WRHC)

With this proposal, the government is implying that individuals in care homes pose more of a threat to other tenants than individuals in other types of housing. Under the proposed changes, an operator could deem a tenant’s general assertiveness and complaints about service or maintenance as “needs care change” or as a threat, and fast-track the eviction of that person. Where is there any consideration for a tenant’s right to a hearing due to a “fast-tracked” eviction from a care home that equals the rights of other tenants?

(PUSH-NWO)

Decisions Act. Care home operators should not be given any authority to transfer tenants.

(ACE, WSCLS, OCBH, WRCLS)

We recommend that residential care and retirement homes be formally included in the mandate of Placement Co-ordination Services. This provides resident protection against unnecessary or inappropriate transfers.

(ORCA, HHHBA)

We recommend that residents who refuse to meet their additional care needs through either private duty nursing or long-term care placement be required to accept the first available long-term care placement. This is important since many jurisdictions across the province have lengthy long-term care waiting lists. It is not in an individual's best interests to remain in a residential care setting when that person's needs exceed the resource available.

(ORCA, HHHBA)

We recommend, in cases where a transfer to a setting other than long-term care may be considered, that the assessment and recommendation of the house physician be required. This ensures that all residents have the right to professional assessment and appropriate placement.

(ORCA, HHHBA)

Admissions to nursing homes and homes for the aged is controlled by the Placement Coordination Service and there is a wait for admission to a long-term care facility.

(TMCA)

A forced move from a care home to a more expensive facility will mean financial hardship for some individuals. How can the operator be given the right to transfer a resident when they are not only making health care decisions but also financial commitments without any legislated requirement for the individual's consent?

(PUSH-NWO)

Permitting landlords to effect such unilateral “transfers” may contravene the *Health Care Consent Act*.

(TAG, WSCLS, PUSH-L, PUSH-NWO)

The protections of the *Health Care Consent Act* should remain in place for care home residents.

(OCCSCO)

Transfers between care homes should be dealt with outside of residential tenancy legislation.

(HHCHW)

Transfer to alternative facilities should be subject to a doctor’s approval.

(ERTAC)

Transfer should only be on consent of the resident or substitute decision-maker, and in conjunction with their doctor and care agencies.

(WELSO, LCHIC, UTO-ER, RCLC, HMCLS, WRCLS, NLSLMH, UTO-ER, Lee, TMCA)

Providers of “supportive housing” accommodation should be permitted to require that a tenant “relocate” from their premises to other premises for various prescribed reasons.

(ONPHA, CCOC)

The care home operator should be required to work with the local Placement Coordination Service when transfer of a tenant to another facility is required. Changes in level of care must be assessed and determined by health care professionals who are independent of the care home operator. “Appropriate protections” for residents must be spelled out. Sensitivity should be heightened when a tenant must be transferred to minimize “transfer trauma” which could exacerbate the tenant’s condition, especially since the average age of a resident in a care home is 83.

(CARP)

No attempt should be made to transfer a care home resident to any other home or facility, whether for reasons of more care or otherwise, without the tenant’s consent or that of an appropriate substitute decision maker in accordance with the *Substitute*

There needs to be more clarification regarding entry rights of landlords in this area. The potential for abuse is great.

(PACE)

Entrance without notice should be agreed to by the tenant or his or her guardian.

(ERTAC)

We support 24 hour access when requested by the resident.

(Porter)

For the sake of privacy, care home operators or their staff should not be allowed to enter a resident's room without knocking or without prior notice for any reason, unless agreed to by the tenant. Exceptions would be in case of an emergency or the need to make repairs (with 24 hours notice).

(CARP, WECARP)

The privacy/access provisions in the LTA should remain in effect for care home tenants, with no specific provision for bed checks.

(HHCHW)

The LTA should be amended to clarify that where the landlord and tenant agree that the landlord is to provide care services to the tenant, the landlord is to have sufficient access to the rental unit to adequately provide the services and for no other purpose.

(ACE, WSCLS, OCBH, WRCLS)

We support 24 hour access when requested by a resident, their family or power of attorney.

(EGRR)

Alternative Facilities

Transfer residents to alternative facilities when the level of care needs change, subject to appropriate protections.

We support this proposal.

(Porter)

A written agreement to terminate a tenancy relationship, entered into immediately prior to or contemporaneously with the time the tenancy agreement is entered into, may be enforced by a landlord pursuant to Part IV of the LTA, particularly in situations involving “respite care” or in situations where an organization offering “shared living” accommodation wishes to employ a “trial period” of occupancy as part of the admission process.

(ONPHA, CCOC)

Care home operators will be entitled to:

Consent Re: Bed Checks

Enter residents’ units without notice to provide care or perform bed checks if this is agreed to by the tenant.

Where a care service agreement is in place, there is no need for 24 hours’ advance written notice for entry.

(WELSO, LCHIC, UTO-ER, HMCLS, RCLC, WRCLS)

While this type of arrangement may be required and requested by a tenant, there needs to be provision for a formal agreement between the operator and the tenant to set the parameters of the entry and to protect the rights of both parties. For example, what mechanism is in place to give a tenant the right to spontaneously refuse any pre-arranged access for personal reasons or to spontaneously change the terms and conditions for access? What policy will be developed to protect the tenant should the operator not be the service provider?

(PUSH-NWO)

Who will conduct the bed check? If the landlord is not the service provider, can someone else do it?

(OAC)

These tenants should have the same protections as other tenants.

(PCLS, Lee)

Entry should be the result of a written agreement between the parties concerned.

(Lee)

Short notice should be permitted on death or serious illness, or where increased care is required.

(WELSO, LCHIC, UTO-ER, HMCLS, RCLC, WRCLS, NLSLMH)

Care home tenants should be entitled to vacate a rental unit with a notice of termination of no more than 30 days when they must vacate a rental unit for health reasons in order to transfer to a hospital, nursing home, home for the aged, or other similar facility.

(ACE, WSCLS, OCBH, WRCLS)

A 30-day notice period is a more sensitive time frame for a senior and their family, especially when a death is involved.

(EGRR)

Tenants must provide proper notice of termination of residency or be held responsible for one month's rent.

(CARP)

Rights of Operators

In certain prescribed instances, the providers of supportive housing who offer "shared accommodation" and "second stage" housing, should be entitled to restrict access to the premises by individuals other than the tenants.

(ONPHA, CCOC)

Landlords cannot refuse entry to any person/agency who provides care services.

(OAC)

In circumstances where the accommodation is operated primarily to provide and/or offer care services, the existing grounds for early termination recognized in Part IV of the LTA should be expanded for the benefit of the providers of "supportive housing" to include, as grounds for termination, instances where the provider is of the opinion that the tenant no longer requires the care services offered or that the tenant requires more or other care services than what the provider is in a position to offer.

(ONPHA, CCOC)

There should be some assurance of protection against increases in the charge for services and meals.

(TVP)

Rent control for accommodation should be separated from care services and meals. However, information on the cost of care services and meals should be provided in clear language, delineating choice based on the need and pay levels of the tenant, including the availability of government support.

(CARP)

Any meals or services which care home operators require tenants to pay for as a condition of their condition of tenancy should be subject to the RCA, 1992.

(ACE, WSCLS, OCBH, WRCLS)

We recommend the abolishment of rent control for care homes in any form. The combination of full disclosure and the changing needs of our residents is not compatible with the concept of rent control. An abundance of supply in the retirement home sector has always favoured senior consumers in search of choice. However, regulations negatively affected new supply when compared to new starts prior to August 1994. Prior to rent control, providers were forced to regularly review value added services in order to effectively compete -- something, we believe, was always in the best interests of all senior consumers.

(ORCA, HHHBA)

Notice of Termination

In addition, residents will be entitled to give only 30 days' notice of termination of tenancy if the tenancy has not ended voluntarily (e.g. if the resident requires a higher level of care).

The notice period reduction is supported.

(Porter)

This proposal may be of great benefit to those who must make rapid decisions when changes in health care dictate the need to move to a long-term care facility. However, there is no definition of what does or does not constitute "involuntary". This leaves interpretation open to potential conflict and/or abuse.

(PUSH-NWO)

All care home tenancies should continue to be governed by a written tenancy agreement clearly identifying (1) the cost of accommodation, (2) the cost of services for which the tenant must pay as a condition of tenancy, and (3) the amount and kind of services this payment entitles them to.

(ACE, WSCLS, OCBH, NLSLMH)

Information Packages

Information packages about facilities and services offered.

Information packages for prospective tenants should include itemization in simple language of the qualifications of all of the staff. The information should be specific about what services are provided, what levels of service are available, how changes in a tenant's level of need will be determined, and what alternative accommodations will be provided, if available, and the assistance available from the care home owner and staff to obtain it.

(CARP, WECARP)

Care home operators should continue to be obligated to provide a care home information package to all tenants as currently defined in legislation, and there should continue to be sanctions for failure to do so. Operators should not be permitted to raise the cost of services or rent if they fail to provide the information. A standard package which includes basic information about tenants rights should be required in all care homes.

(ACE, WSCLS, OCBH, WRCLS)

We recommend that the Care Home Information Package and the Resident Agreement be simplified into a single package. There is no need for the cumbersome packages currently required. A user-friendly information/disclosure agreement would be welcomed by prospects and their families.

(ORCA, EGRR, HHHBA)

Rent Control for Accommodation

Rent control for accommodation, but not for care services or meals.

Object to removal of meals from rent control under Bill 120, *Residents' Rights Act*.

(WELSO, LCHIC, UTO-ER, HMCLS, RCLC, NLSLMH, WRCLS)

Rights of Residents

We strongly urge reconsideration of those mechanisms which could be put in place to monitor tenant protection issues in care homes.

(CMHA-TB)

Care home residents will continue to be entitled to:

Security of Tenure/Privacy

Provisions such as the security of tenure and privacy outlined in other sections of this document.

Short-term absences should not endanger security of tenure.

(Lee)

Written Tenancy Agreements

Legislation governing residential tenancy agreements ought to distinguish between an ordinary tenancy agreement and the general categories of housing arrangements which are often generally referred to as “care homes”. A further distinction ought to be made between relationships which may be characterized as “supported housing”. We also suggest that it would be sensible to create a distinct legislative enactment governing the relationship between providers of “supported housing” and their tenants, which could simply form a “Part V” to the *Landlord and Tenant Act*. (Greater detail is found in the ONPHA brief.)

(ONPHA, CCOC, TBACHC)

Every tenancy agreement involving either “supported housing” and/or “supportive housing” should be in writing. Such agreements should deal with certain prescribed matters.

(ONPHA, CCOC)

The written tenancy agreement should include an itemization in simple language of what is included in the rent. It should also spell out the termination process.

(CARP, WECARP)

conditions under care homes? If these types of housing are exempt, please specifically state there is an exemption.

(PUSH-NWO)

A board made up of care givers, tenant advocates, families of residents, and community health workers should be created to oversee conversions and the transfers of care home tenants.

(UTO-NC)

Care homes should be governed under separate legislation rather than included in the general tenant protection legislation.

(FRP, CMHP, RHSA, UDI, Minto, MPM)

The recommendations in the Ontario Residential Care Association submission should be incorporated in any new tenant legislation.

(FRP, CMHP, RHSA, UDI, Minto, MPM)

The care homes provisions of the *Residents' Rights Act* should not be amended.

(TAG, Seiler, QSPC, WSCLS, PCLS, TAG, Winninger, PUSH-L)

Support is expressed for these provisions.

(MT)

How will boarding home tenants contact the harassment unit?

(PCLS)

Care home residents should continue to enjoy security of tenure as it currently is defined by the LTA and RCA, 1992.

(ACE, WSCLS, OCBH, WRCLS, NLSLMH)

The following points are the main care-home elements of the proposed tenant-protection package:

Alternatives to Extended Tenure (Compensation)

Are there any alternatives to extended tenure, such as compensation?

Compensation for moving expenses should be considered if comparable, alternate housing is obtained by the tenant.

(WELSO, LCHIC, UTO-ER, HMCLS, RCLC, ORTA, WRCLS)

If compensation is offered it should be at a reasonable, but fixed, rate for each situation.

(TAG, WSCLS)

The ability to provide reasonable compensation in the form of three to six months rent should be available to landlords who wish to proceed with conversions more quickly than the extended tenure proposal contemplates.

(EOLO, UC)

Sitting tenants in a unit that will be demolished, renovated or converted must be compensated for the loss of their unit. If they are being forced by the action of the landlord to move from a rent controlled unit to a unit which is not under rent control, their rent will increase. The amount of the compensation should be no less than one and a half times their current rent for no less than three months.

(CARP)

Compensation should equal the amount of rent that has been paid since the beginning of the lease period and that is now lost due to the displacement.

(TVP)

Tenure for nonpurchasing tenants should be guaranteed for three years.

(ODCL)

CARE HOMES

Due to the absence of a definition of 'care home', references throughout the discussion paper lead consumers living in supportive housing and group homes to suspect that the government's intent is to include tenants in these types of housing under the directives regarding care homes. Is it the government's intent to protect the cost of rent in these types of housing but make residents subject to the

Tenant Approval

Should majority tenant approval be required for conversions?

If the majority of tenants are supportive of conversion, the owner should be allowed to proceed in a timely fashion.

(SHBA, TBHBA)

A majority of tenants should agree to a conversion. Those who do not wish to buy or cannot afford to buy should be given the option of staying on their present tenure or given compensation to move.

(UTO-NC)

Conversions should only be allowed when a majority of tenants approve. The remaining tenants who cannot afford to buy must not be displaced.

(NTTN)

Even when a majority of tenants favour a conversion, tenants who wish to continue as such must be protected.

(HPTA)

Tenant approval should be required for conversions, demolitions and renovations.

(CARP, WECARP)

Yes - a majority of 51% or more. But look after the tenants.

(SML)

Majority tenant approval should be necessary for conversions but once proper notice provisions have been met, a majority is defined as being a majority of respondents.

(ODCL)

Options for Extended Tenure

*What should be the extended tenure for existing tenants for conversions?
Demolitions? Renovations?*

There are possible benefits, such as better maintenance and repair through reserve funds set up for those purposes, for tenants who wish to remain as renters.

(TBHBA)

Tenants should remain in their homes until either they or the landlord obtain “comparable alternate housing.” A notice period of at least 12 months should apply to mobile home parks/land lease communities.

(WELSO, LCHIC, UTO-ER, HMCLS, RCLC, NLSLMH, WRCLS)

No limits should be placed on the tenure of existing tenants.

(TAG, WSCLS)

A tenant should be able to remain in a building for up to two years.

(NTTN)

Tenants must be given one year’s notice and financial compensation equal to one year’s rent.

(ERTAC)

Notice periods should be flexible and dependent on tenants being placed in suitable alternate accommodation.

(WELSO, LCHIC, UTO-ER, HMCLS, RCLC, WRCLS)

Tenants should be given one year’s notice to find alternative accommodation. Long term tenants should be given greater consideration, such as an additional month’s protection for every year they have occupied their unit.

(MMC)

Right of First Refusal

Sitting tenants will have the right of first refusal to purchase their units in the case of conversion.

Giving a poor tenant right of first refusal is a hollow offering. They cannot afford it and, if they buy, they will be destitute due to lengthy loan payments.

(HRCs, WRTC)

Tenants should be given the right of first refusal and mortgage financing should be guaranteed for those who qualify.

(ERTAC)

Sitting tenants should have the right of first refusal if their unit is converted to a cooperative or condominium, within at least three months of receiving the notice of conversion.

(CARP, WECARP)

The right of first refusal for purchase of the unit is unlikely to make home purchasers out of many tenants given basic economic realities.

(FCLS)

OTHER ISSUES FOR DISCUSSION

Assistance must be provided for tenant relocation. Landlords should provide lists of appropriate rental units within the same area. They should also provide movers for those tenants who move.

(NTTN)

Tenants in mobile home parks / land lease communities should be compensated for loss of value and guarantees of suitable, alternate accommodation should be in place.

(WELSO, LCHIC, HMCLS, UTO-ER, RCLC, WRCLS)

Where will tenants move? What will the supply of housing be like in their community? Will those on social assistance and the working poor be given help with moving expenses?

(TBCAP)

This proposal will weaken security of tenure.

(FMTA, OCSCO, EYNPPRA, Eglington 707/717, Hulchanski, WSCLS)

We strongly endorse your proposal of allowing equity co-ops such as Strathcona to become condominiums without municipal approval.

(SML)

We support the proposal to permit conversion, and we also support clear definition of the rights of tenants and obligations of the landlord in these instances.

(MMC)

In order to ensure the ability to convert rental buildings, provision in the *Planning Act* must be made that for all conversions of existing structures to condominium, the Minister is the approval authority under section 51.

(FRP, CMHP, RHSA, UDI, Minto, MPM)

Support this measure, but conversions of existing rental buildings should be exempt from section 50(2) (municipal approvals) of the *Condominium Act*. (See the ODCL brief for details.)

(ODCL)

Conversions should not be permitted until rental vacancies reach a specified adequate level.

(MT)

Extended Tenure

Sitting tenants will be given an extended tenure.

Tenants should have the right to remain as tenants if they do not wish to purchase, but they should pay market rents.

(HHHBA)

An individual should qualify for extended tenure if they have been a tenant in good standing for a minimum of five years.

(TVP)

Municipal authority under the *Rental Housing Protection Act* should be retained.

(Hall, OCSCO, TAG, HHC, RPTA, TMCA,
McConnell, Eglington 707/717, NNTN, ERTAC,
MT, CSTR, LWHTA, HHCHW, BADC, WELSO, HMCLS,
LCHIC, UTO-ER, WSCLS, UTO-NC, RCLC, FOCTA)

Approval authority for condominium conversions should be delegated to regional
municipalities.

(Peel)

Individual owners' choices as to the disposition of rental housing should be
subordinate to the overall needs of a community. A municipality's involvement
in such conversions ensures protection of the community's interests.

(DCLS, SHACH, SPRCH)

Care home operators should not be allowed to convert their facilities to other uses
without municipal permission.

(HHCHW)

Municipalities should be empowered to place additional conditions on
condominium approvals, to ensure that some share of the windfall gains are
directed toward rental production to make up the loss of rental units.

(MT)

Any changes to the density of rental buildings should remain the responsibility of
municipalities, not the province. Furthermore, demolitions, major renovations
and conversions must continue to require municipal approval and conform to
municipal standards.

(CARP, WECARP, AL)

Oppose the removal of restrictions on conversions and the potential loss of
affordable rental housing units.

(Adamson, UTO, FMTA, TCRC, TVP, Hall and Gardner, CFSO, HHC,
McConnell, MNSJ, Eglington WSCLS, MT, 707/717, HMCLS, LWHTA, EYTA,
LCMTYR, WELSO, LCHIC, HHC, TAG, UTO-ER, JSTA, UTO-ER
WSCLS, Novac, Ivey, CMHA-TB, RCLC, Schlichter, WRTC, HF, NLSLMH)

There should be:

- significant notice periods for all conversions or demolitions;
- first right of purchase for sitting tenants;
- relocation assistance for tenants;
- protection for purchasers of converted condominium units.

(See OREA brief for details.)

(OREA)

Although the TPP says there will be no changes to the grounds for eviction under the LTA, the revocation of the RHPA will establish a new ground.

(HMCLS)

Demolitions etc., - No Municipal Approval

Demolitions, major renovations, and conversions of rental buildings to condominiums or cooperatives will no longer require municipal approval.

Get legal advice about the viability and advisability of making demolitions, major renovations and conversions outside the purview of the municipal by-laws and/or zoning by-laws.

(ORTA)

Municipalities should continue to approve applications for demolition, conversion and luxury upgrading. Eliminating such a requirement will ensure the disappearance of low cost, affordable rental units which are already an endangered species.

(KALC, RYGTA)

Municipal approvals should be retained. Safeguards must be put in place to protect affordable rental housing designed to meet local conditions. This is best done by a municipality, in recognition of local housing needs and heritage conditions. For example, renovations are not an issue in Ottawa-Carleton as the housing stock is relatively young.

(Cullen, Holmes)

Tenants in mobile home parks and land-lease communities cannot afford the loss of the RHPA.

(MLC, Mathysen)

Dismantling the RHPA will result in windfall profits as conversions to condominiums take place. Existing tenants, who in effect paid the mortgage on their building, will be displaced and the province's rental stock will be severely decreased.

(Demerling, HRCs)

We agree that the RHPA is not perfect. For one thing, it does not impose a demand for compensation or give special rights of continued residence to tenants in Heritage properties. Nor does it require the consent of a majority of tenants to a conversion. More equitable protection should be extended to such people.

(STTA)

I have always supported the conversion of apartments into equity co-ops, where a majority of tenants agree to the conversion by secret ballot. However, once the conversion is underway, a government-owned trust company should take control of the process. The principal purpose of this would be to operate and hold the units of tenants who did not wish to convert until they vacate.

(Fink)

The following are the main components of rental housing protection contained in the proposed tenant-protection package:

Focus: Protecting Sitting Tenants

The focus of protection will change from protecting the unit to protecting the sitting tenants.

Protection for sitting tenants should be provided in the form of:

- Extended security of tenure for the current "Tenant of Record." Tenure gives tenant option to stay as renter, purchase, negotiate or move;
- First right of refusal to purchase a new converted condominium unit;
- First right of refusal to move back to a substantially renovated unit (requiring vacant possession to do the work and with a new rent being set);
- Substantial notice (1 year) for demolition.

(FRP, CMHP, RHSA, UDI, Minto, MPM)

SECURITY OF TENURE AND CONVERSIONS

Repeal of the RHPA will act as an incentive to improve existing apartment stock through the conversion to other more appropriate uses.

(TBHBA, Miller, HHHBA)

The RHPA should be repealed so that appropriate decisions can be made on conversion, renovation, and alternative use or replacement of buildings.

(FRP, CMHP, RHSA, UDI, Minto, SHBA, OREA, MPM, PBHBA, Barratt, KWHBA, LHBA)

Legislation which provides incentives to renovate and replenish to meet demands will have a positive effect on the construction job market and tenant demands for decent, comfortable, updated accommodations.

(Carter)

We support the repeal of the RHPA with respect to mobile home parks.

(OMHA, HHHBA)

Oppose the repeal of the RHPA with respect to mobile home parks and land lease communities.

(WELSO, LCHIC, UTO-ER, HMCLS, RCLC, WRCLS)

Repeal of the RHPA will mean that unless a renter has the resources to purchase their own home, they will be out on the street. At that point, they will be searching for an apartment which has been recently had its rent raised by as much as 10%.

(TBES, HACTA)

The RHPA should not be repealed.

(NTTN, ERTAC, MTLs, YRCSJ, Balliosingh, Hollingsworth, Wunninger, LSPC, MacIssac, LAW, Krall, CAWCDG, WECARP, Werner, ETA, TBACHC, UTO-ER, HMCLS, DCLS, HCLS, HHCHW)

Errors/Complaints

How should the system deal with errors and complaints?

The new Act should contain a “merits and justice” clause similar to section 49 of the *Residential Rent Regulation Act*.

(FRP, CMHP, RHSA, UDI, Minto, MPM)

Errors in the system or complaints concerning the system should be brought to the attention of the Ministry so that staff can investigate. There can be time limits so that complaints are made on a timely basis.

(SDGLC)

The power to correct clerical errors should include mistakes made by the decision maker. It should not be limited to transposition errors and the like. The power to deal with serious errors should be broader as well. In particular, the person reconsidering the decision should have regard to any new evidence which is tendered, together with the reason why it was not tendered before. New evidence should be admitted if it would not be unfair to do so or if it is necessary to determine the issue on its real merits and justice.

(EOLO, UC)

Errors and Complaints (appeal options) - A tenant who wishes to appeal should have to first obey the judgment (pay the judgment and/or leave the premises) before an appeal is heard. If the judgment is overturned, then the amount paid will be returned to the tenant and tenancy will either be reinstated, or financial compensation for loss of tenancy will be paid to the landlord. This will ensure that the tenant has grounds and not just delay the eviction process to keep an unpaid apartment.

(Thomson)

(SCLC)

Criteria for cost awards should be clearly established. The level of potential costs should be published and readily understood. Costs should not be automatically awarded to the winner in a case. Instead, they should only be used where appropriate and as a disincentive to frivolous applications or the taking of unreasonable stands.

There should be an application fee of \$45. This is not an onerous amount and would serve to discourage truly trivial applications and defray some of the costs of the system. The fee for landlord applications should not exceed \$45, plus \$10 per unit up to 10 units, and \$2 per unit up to 100 units.

(EOLO, UC)

Although costs are awarded to the landlord, he/she seldom gets to collect them. Therefore the judge should decide who should pay the fee on a case-by-case basis and have the court bill them directly (like a traffic ticket). The fee can be set high if the judge feels the application was frivolous.

(Thomson)

Costs

Should costs be awarded?

Costs could be awarded when a claim or defence is made without merit, at a level which would not be onerous (i.e. less than \$1,000).

(Fink)

The arbitrator should have the power to assign costs in cases of abuse of the system.

(OREA)

Costs should be in the discretion of the tribunal and minimal in most cases.

(MLCS, CLSNS, WRCLS)

Costs must be limited to a low amount so as not to discourage people from making use of the process. They could be subject to discretion, to be exercised rarely, in proceedings which have clearly been commenced to abuse the system.

(SDGLC)

The ability of adjudicators to award costs will deter frivolous applications.

(Wimlinger, Miller)

Costs should be awarded only for out-of-pocket expenses.

(ORTA)

Appointees must be knowledgeable, neutral and include tenants as well as homeowners.

(MNSJ)

Hearing officers must be properly qualified and trained in the law of evidence and procedure, as well as the substantive law of residential tenancies.

(GR)

One member should hear an application; three members should hear complex cases.

(WELSO, LCHIC, HMLCS, UTO-ER, RCLC)

A formal and ongoing training plan should be developed for all tribunal members.

(MLCS, CLSNS)

Application Fees

How much should application fees be, and who should pay them?

The person making the application should be able to pay to make an application. However, the fees should not be prohibitive because both tenants and small owners must have access to an adjudication or arbitration process. A fee of no more than \$10 might be appropriate.

(SDGLC)

A nominal application fee of \$50 could be paid to offset processing costs.

(ERTAC)

The fees for filing applications and appeals should be realistic but not onerous, e.g. less than \$200.

(Fink)

Filing fees should be set at \$45 each for individual landlord and tenant applications for a single unit. For landlord applications for multiple units, the fees should then be \$10 per additional unit for the first ten plus \$5 for each additional unit to a maximum of \$450. Adjudicators should have the right to award costs against either party and/or rebate filing fees as circumstances warrant.

(FRP, CMHP, RHSA, UDI, Minto, MPM)

Decision makers should be qualified individuals, preferably with experience or background in landlord and tenant law, building maintenance and property management. 'Rules of procedure' must be established and followed by decision makers and staff.

(EOLO, UC)

Dispute-resolution panels should be made up of three well-informed landlords and three well-informed tenants.

(HPTA)

Dispute-resolution panels should include tenant representation.

(TATC)

A court system is favoured. If a tribunal is established, it should be made up of competent, independent individuals serving staggered terms of up to five years when first established.

(Lee)

Decision makers should have extensive knowledge of landlord and tenant issues and be impartial and independent and not selected by political appointment.

(Hall, OCCSCO, NTTN, TAG, McConnell, WSCLS, ORTA, UTO-ER)

Mediators, arbitrators and adjudicators should be independent and knowledgeable.

(MT, LCMTYR, ORMA, NLSLMH, LPMMA,
CHVD, HHCHW, LHBA, MacIssac)

Tribunal members require training in both residential tenancies and administrative law.

(WELSO, LCHIC, UTO-ER, HMLCS, RCLC, WRCLS)

Adjudicators should be independent and appointed by a process involving qualification criteria that includes legal education or the equivalent in training, experience, and advocacy in landlord-tenant law and relations.

(CSTR, WSCLS, RYGTA)

We do not support the hiring of part time adjudicators on a *per diem* basis.

(Andrade)

Retired judges and lawyers should be hired on a reasonable *per diem* basis to serve as mediators. Minimal training would be required and their impartiality would be above reproach.

(CARP, WECARP)

Decision makers must be knowledgeable and neutral. They should be a mixed and fair balance that includes people from legal clinics, tenant advocates and seniors.

(UTO-NC)

Members should be drawn from the local community and be appointed for three years.

(TAG)

Tribunal members must have knowledge of legal principles, including administrative law, contract law, and the *Landlord and Tenant Act*.

(NLS)

Adjudicators should have post-secondary education and, preferably, excellent communications skills and experience in dealing with public issues. They should also have training in adjudication and the administrative process. Impartiality is most important. A panel tends to ensure a more thorough analysis of an issue, however, this may be costly. A single adjudicator would be sufficient in most instances, with a panel being available for more complex issues. A code of ethics for adjudicators should be prepared.

(SDGLC)

In cases involving complex or novel issues, a three member panel should hear the case.

(TAG, WSCLS)

The number of panelists should be uneven to avoid deadlocks. There should be a code of ethics for adjudicators.

(TVP)

The system should be self-sustaining; fees should be charged to both landlords and tenants who use the system.

(OREA)

Application filing fees ought to be required in all cases.

(GR)

OTHER ISSUES FOR DISCUSSION

Arbitrators/Adjudicators

Are there any circumstances where arbitrators should be used instead of adjudicators?

In cases where it is possible to have a discussion and work out a schedule for repairs or to clarify issues of privacy, and both parties are willing and reasonable, the use of an arbitrator might indeed be effective.

(SDGLC)

Criteria: Adjudicators

What are the minimum qualifications for an adjudicator? What should the term of appointment be for an adjudicator? Should adjudicators be bound by a code of ethics? What should be the size of the panel that hears each application?

Adjudicators must demonstrate the following: an appropriate educational background; an expertise in residential tenancy law and related areas; an awareness and sensitivity to residential tenancy issues; and the ability to articulate well-reasoned decisions.

(SCLC, HHCHW, CLSNS, MLCS)

The public has confidence in the system when it involves individuals who possess ability, experience and pertinent education, not political friends. It has confidence in judges because they have the necessary abilities for solving disputes. Consequently, it is important to maintain elements of confidence and impartiality when disputes are transferred to an independent agency.

(CJPPR)

Pilot projects for the adjudicative system should be considered; Peel offers itself as a candidate.

(Peel)

Cost-Recovery

Application fees could provide some cost-recovery and would help limit frivolous applications.

Fees should be minimal to not exclude low income parties.

(WELSO, LCHIC, UTO-ER, SCLC, RCLC, NLSLMH, WRCLS, MLCS, CLSNS, HMLCS)

User fees affect poor people to a greater extent than the more affluent. They are a form of regressive taxation and serve as a barrier to justice for low income people.

(TBCAP, Miller)

There should be no fees for tenants filing an application.

(TAG, JSTA, CSTR TATC, WSCLS, WEBLC, RYGTA, HHCHW, HACTA, HHCHW)

We are opposed to imposing any application fees. This will create a barrier for seniors, especially those on low or fixed incomes. Imposing fees on anyone should be considered only after the new system has been in operation for at least a year. The entire system should be reviewed after its first year of operation.

(CARP, WECARP)

Seniors should not pay for any legal representation they might require under the new system.

(CARP)

Opposition is expressed to user fees for resolution of landlord-tenant disputes.

(CFISO, OCSCO, UTO-ER)

Fees may be used to provide some cost recovery and help limit frivolous applications.

(CLSNS)

Payment into the court or the agency ought to be a prerequisite to responding to an application.

(GR)

In cases of dispute, rent should continue to be paid, perhaps into a trust account.

(OREA)

The basis on which disputes will be settled should be clearly and simply presented in literature to landlords and tenants.

(OREA)

All forms should be written in plain language and be readily available to the parties.

(WELSO, LCHIC, UTO-ER, HMLCS, RCLC, WRCLS, NLS)

Options

Participants could be served from single-function, full-service offices with fewer locations or from multiple-service offices with more locations handling the affairs of many agencies, including tenant-protection activities.

Parties should be served from single-function, full service offices with at least as many locations as currently exist.

(TAG, WSCLS)

There must be multi-service offices providing access to the system throughout the province. These offices must be well-funded and properly resourced.

(CLSNS, MLCS)

Single-function, full-service offices should be supplemented so tenants in smaller and remote communities receive immediate and appropriate attention.

(CSTR, WSCLS, RYGTA)

We support the idea of having the tenant-landlord system serviced by rent control offices. If needed, the number of these offices should be increased to ensure easy access across the province. Integrating rent control offices with other government offices is a good idea.

(CARP, WECARP)

Any system developed should be accessible, affordable to tenants and adequately funded.

(Hall, TCRC, TAG, McConnell, WSCL, WELSO, LCHIC, UTO-ER, KAN, SHCGP, SCLC, RCLC, WECARP, HMLCS, WWIC, HF, WRCLS, NLS)

The agency musts have offices throughout the province. Officers should be on duty so that all parties can easily access the system. These offices could be established within court buildings or other existing government premises.

(EOLO, UC)

It is particularly important for a new system to be accessible to francophones. The existing judicial system does not adequately respond to their needs. We demand that whatever new organization is introduced takes their rights into account. (See the CJPPR brief for greater detail.)

(CJPPR, LUDO)

Disputes should be resolved within a specific time (i.e., 120 days).

(Hall)

Strict time limits should be placed on the process.

(OREA)

The tribunal should provide for a hearing officer to act as a duty officer on a rotating basis to deal with cases that can be disposed of at first appearance and transfer to a hearing officer all cases ready for a hearing. (See the GR brief for details.)

(GR)

All respondents to applications must be required to document their dispute in writing. The Registrar or Duty Officer ought to be given authority legislatively to dispose of applications fully (including an order for costs) where there is no written dispute, or where the written dispute discloses no grounds of merit.

(GR)

The agency should implement programs to educate landlords and tenants about their rights and obligations.

(WELSO, LCHIC, HMLCS, UTO-ER, RCLC, NLSLMH)

The second appeal route should be through the courts. An appeal to the Divisional Court (limited to questions of law) should be available for such things as orders in rent increase applications and orders in rent reduction applications. There should also be an appeal by way of a new hearing before the Ontario Court (General Division) for orders of eviction claims and orders in rent abatement.

(EOLO, UC)

Tribunal decisions should be appealable to the Ontario Divisional Court on questions of fact or of mixed fact and law.

(WELSO, LCHIC, UTO-ER, SCLC, HMLCS, RCLC, WRCLS, Winninger)

An appeal on landlord and tenant matters should be to the Ontario Court (General Division) on questions of both fact and law. This appeal procedure eliminates the demands on the Divisional Courts, placing the requirements on the Ontario Court (General Division) which has more resources in place. This court has always dealt with residential tenancy law issues and is more accessible to the lay person. The result is a less costly appeal process.

(UDI, Minto)

Expeditions appeals should be made available to the Ontario Court (General Division). They should be heard by a single judge on questions of fact and law, based on transcripts and legal argument only.

(Fink)

Public Access and Efficiency

According to the Consultation Paper, Ontario has 50 local courts (General Division) and 20 rent control offices which are potentially available to provide services.

We are in favour of a system that ensures quick, efficient, and fair decisions.

(JSTA, CHVD, LHBA)

Rent control offices should remain in place. Mediation and arbitration panels could operate from the same locations.

(ERTAC, WRCLS)

We support an internal appeal system that deals with issues and law but not a rehearing of the facts. The facts should be found from the original hearing transcript, and the file and the decision itself.

(FOCTA)

There should be three internal appeal remedies. (See the briefs for details.)

(MLCS, CLSNS)

Appeal to the Courts

1. appeal to Divisional Court on matters of law only
2. appeal to Divisional Court on matters of fact and law
3. appeal to Ontario Court (General Division) for a complete rehearing of the case.

Appeals to the courts should continue.

(STPTA, MLC, Winninger)

Both options for appeals must be kept available. Some disputes will be much more serious than others and may require a legal process to provide resolution.

(ORTA)

There must be provision for an appeal of a tribunal's decisions to the Ontario Divisional Court.

(KALC, NLSLMH, CHVD, NLSLM)

There should be appeals to the Divisional Court on questions that are not questions of fact alone.

(MLCS)

Appeals to the Divisional Court on matters of law only should be made available.

(SDGLC)

Appeal on rent control disputes should be to a senior adjudicator or panel on questions of fact, with appeal to the Divisional Court on matters of law. Appeal for landlord and tenant disputes should be to the Ontario Court (General Division) on questions of both fact and law.

(FRP, CMHP, RHSA, UDI, Minto, MPM)

Internal Appeal

- 1. a two-tiered system in which the second level hears appeals to orders and decisions issued at the first level.
 - 2. a single-tier system which only allows reconsiderations for serious error and the power to amend an order based on clerical error or omission.
- A two-tiered internal system is favoured. This will avoid burdening the already heavily loaded court system.

(CARP, WECARP)

We do not support a two-tiered system. This inevitably results in bottle-necks created by everyone exercising a right of appeal. The process should provide for reconsiderations for serious error and the power to amend an order based on clerical error or omission.

(SDGLC)

We support the suggestion that appeals not go before the courts and that a single-tiered system be used.

(ERTAC)

We applaud a one-tiered system which will streamline the process without prejudicing tenants.

(KralI)

Support is expressed for a single-tier decision making system which allows for: set aside motions; reconsideration motions; interim injunction motions; and enforcement motions. Appeals should be allowed on questions of law or fact. (See the TAG brief for details.)

(TAG, WSCLS)

There should be two appeal routes, one of which would be an internal reconsideration power. Any review of eviction orders for non-payment of rent should be internal, as should cost pass through issues and calculations involved in rent increase applications.

(EOLO, UC)

Improvements are welcome, but the courts should remain an option for those involved in an appeal.

(WAWG)

Tenants should have the right to appeal rent increases and other unfair decisions.

(Hall, McConnell, HACTA)

The right to appeal an eviction order must ensure that the eviction cannot be carried out until the appeal is over.

(FMTA, WSCLS, WELSO, LCHIC, HMLCS, UTO-ER, WRCLS, NLSLMH, RCLC)

Parties should be entitled to appeal such decisions on both law and fact, as a matter of right. Appeals should be heard by one or three senior members of the tribunal (who were not involved in the original decision) who would have the ability to consider new evidence. Appeal of the tribunal order to Divisional Court may be on a matter of law only.

(Andrade, PDLA)

The tribunal should have discretion to, and for, the awarding of costs. (See the WELSO and LCHIC briefs for details.)

(WELSO, LCHIC, HMLCS, UTO-ER, RCLC)

An appeal process must have no fees for tenants. Cases for eviction or rent increase should be stayed pending the outcome of an appeal.

(CSTR, WSCLS, RYGTA)

No mention is made of who will bear the cost of the appeal.

(HPTA)

The appeal process should be an integral part of the dispute-resolution system.

(OREA)

Both landlords and tenants are entitled to appeal the decision of an adjudicator. The following are some appeal system options:

Some tenants, either by their actions or the actions of their pets or guests, interfere with the enjoyment of the premises by other tenants. This is an area where arbitration may assist.

(MMC)

Default

Currently, when an application is not disputed, a court official (i.e. Registrar) can award a default judgment. In a revised system, the role and powers of the Registrar could be enhanced beyond awarding default judgments or, alternatively, could be eliminated completely.

The idea of a default judgment would still apply with an arbitration panel. If one of the parties did not appear before the panel, the arbitration proceedings would still proceed and the decision made by the panel would be binding.

(ERTAC)

A mediator should have the power to award judgments, thereby eliminating the role of the Registrar. The employment of retired judges and lawyers will ensure that mediators will be capable of rendering a judgment.

(CARP)

The power to grant defaults should be clearly laid out and the criteria for granting them should be clearly established. There should also be a process for the setting aside of default judgments. Time limits and criteria should be established for the availability of set asides so as to allow for some finality to the system.

(SCLC)

The *Landlord and Tenant Act* should be amended to empower Registrars to award costs where default judgments are issued.

(Peel)

We oppose the enhancement of the role and powers of local Registrars, who are administrative clerks, beyond awarding default judgments.

(TAG, WSCLS)

Appeals

Disputants ought to have appeal rights that are accessible either internally or to the Ontario Court (General Division). (See the GR brief for details.)

(GR)

The government is now engaged in setting up two pilot projects to deal with mediation in landlord-tenant court. We believe there is a possibility that mediation may alleviate some of the problems associated with overburdened courts and costly hearings. The TPP is premature in wanting to eliminate landlord-tenant matters from the courts while it is initiating these projects.

(WELSO)

An application should be completed by both parties. It would go before a mediator who would meet with both parties to clarify the issues, discuss how the law works and present options. The application would then move to an arbitration panel.

(ERTAC)

Front-line/informal mediation is supported as an effective means of dealing with landlord-tenant disputes.

(MCHH)

Support is expressed for an adjudication/arbitration model as an effective alternative.

(Peel)

The mediation pilot project in some rent control offices should be enshrined in law. Parties should be encouraged to attempt mediation before an adjudicator is appointed.

(Andrade)

During mediation, parties should be entitled to agree to above guideline increases which should be exempt from the 4% cap, but would have to be registered with the tribunal.

(Andrade)

Mediation is inappropriate in cases of violence and abuse because of the imbalance in the bargaining power of perpetrator and victim. Any legislative amendments which include a mediation process should specifically exclude those situations as they occur in rental accommodation.

(OHCLC)

Mediation is worth exploring, but it only works if both parties have expressed a wish to resolve the issue.

(CCOC)

Mediation should be voluntary. Parties should be advised of the option for adjudication. A failed mediation should automatically proceed to court or tribunal adjudication. The results of mediation should be settlement proposals outside the jurisdiction of the adjudicator.

(DCLS)

Mediation ought to be voluntary and available before the scheduled hearing date without delaying the hearing.

(GR, LHBA)

Mediation should be available to assist in resolving disputes on a voluntary basis without prejudice to or delay in the legal process.

(FRP, CMHP, RHSA, UDI, Minto, MPM)

Mediation can lead to the resolution of a substantial number of disputes. However, participation should be voluntary and properly trained people should conduct the proceedings. Legal representation should be allowed and those who mediate should not be the people who adjudicate.

(SCLC, MLCS, CLSNS)

Pre-hearing mediation appears to be a good time and cost-saving feature. Written defenses should be mandatory to preclude “trial by ambush”. There should be significant monetary consequences for frivolous applications as well as a screening-out process. Simple non-payment of rent evictions where there is no defense should be administrative. The process must be quicker.

(BLHL)

A four point mediation-arbitration model is recommended. In brief, landlords and tenants should attempt mediation before either can request an adjudicated resolution. Mediation should be a private matter, paid for by the parties. The board should only hear those issues that the parties to the dispute cannot resolve themselves. Legislation should allow either landlords or tenants to have negotiated settlements confirmed as legal agreements so the agreements are enforceable. (For complete details, see the brief.)

(SCRO)

The appointment of government employees would fail to ensure qualified decision-makers. It would result in a sub-standard replacement of the current system.

(HCLS)

Dispute-resolution Process

Whatever system is proposed should have the autonomy, resources and procedural safeguards to ensure protection of tenants.

(MT, Lee)

The *Statutory Powers Procedure Act* should apply to the dispute-resolution system.

(WELSO, LCHIC, UTO-ER, HMLCS, RCLC, NLSLMH, WRCLS)

Mediation

Front-line mediation could be introduced as a way to resolve disputes prior to adjudication. The mediator does not make decisions, but works informally with both parties to clarify issues, discuss options and work towards a mutually acceptable solution.

Mediation ought to be encouraged as a means of dispute resolution.

(GR, LAW, PMHA, ELUCOC, FOCTA)

There should be a role for community mediation. Mediation is cost effective in resolving conflict including landlord/tenant disputes. Pilot mediation projects should be continued and broadened.

(CRS)

Mediation, in the form of an independent third party, should initially try to resolve disputes.

(CMHA, CMHP)

Arbitrators should not be used.

(TAG, WSCLS)

Mediators must be trained, independent of the Ministry and experienced.

(GR, NLS, NLSLMH, MacIssac)

The appointment of adjudicators by the province has the potential to politicize the decision-making process.

(SHACH)

Public Tender

A public tender in which potential bidders would have to meet qualification criteria. Decision-makers would be paid a fee for their services.

Do not under any circumstances give a company the tender for dispute resolution. Once an Order-in-Council has been signed it is too late to discover that the company appointed for dispute resolution between landlords and tenants is a subsidiary company of a landlord.

(ORTA)

Vigorously oppose; it will not encourage quality decision-making. Such a process would be readily subject to political pressures.

(SCLC, SDGLC, TAG, WSCLS)

Appointment by public tender is supported. The panel should be made up of three members, one of whom is a paralegal. Minimum qualifications should include knowledge of the LTA and the RCA. Appointments should be for two years.

(ERTAC)

The people administering the system would be best paid by a fee for service and, if not lawyers, should be well-trained in landlord-tenant law with effective mediation skills.

(SHCGP)

Competition Process

Appointment of government employees through a regular competitive process.

Tribunal members must be appointed by way of advertised competition and chosen on the basis of merit and be representative of the broader community.

(NLS, WELSO, LCHIC, HMLCS, UTO-ER, RCLC, BPWCO)

Good staff without an "agenda" are required. Consider the hiring of lawyers.

(BLHL)

The appointment of adjudicators should be by Order-in-Council for a fixed term, subject to removal only for cause on determination of an independent review body. The process for selection should be competitive, based on published standards and open to all. Selection criteria should emphasize appropriate qualifications or relevant experience and the ability to command authority and control process.

(FRP, CMHP, RHSA, UDI, Minto, MPM)

Rent adjudicators should demonstrate appropriate qualifications and experience. Current rent officers should be required to leave the public service and take an Order-in-Council appointment of three to five years with right of renewal except for cause.

(Andrade)

Appointments of decision makers must be by Order-in-Council and carry security of tenure of at least five years.

(GR)

Appointments should be by Order-in-Council and for three to five years, with a methodology in place for removing those who prove to be incompetent.

(EOLO, UC)

Provision should be made for regional appointments and appointments should reflect the diversity of the landlord and tenant population. Tribunal members should be full-time and appointed for five to seven years; with opportunity for reappointment. (See the LCHIC brief for details.)

(WELSO, LCHIC, HMLCS, UTO-ER, RCLC, NLSLMH)

The managing board, adjudicators and mediators should be OIC appointments. Clerical staff could be supplied on a contractual basis.

(Andrade)

One member should hear an application; three members should hear complex cases.

(WELSO, LCHIC, HMLCS, UTO-ER, RCLC)

Decision-makers should not be appointed by Order-in-Council. Effective community representation can be lost with changes in government.

(SHCGP)

There are a number of different ways that decision-makers could be chosen.

Order-in-Council

Appointment by Order-in-Council, subject to approval by the Lieutenant Government. This appointment process is generally used to staff high profile, publicly accountable agencies. The process can be competitive or selective and may involve qualification criteria.

High quality adjudicators must be appointed and trained through an independent process with criteria and standards which will guarantee public credibility.

(KALC, WRCLS)

In order to promote independence, appointments should be made through Order-in-Council. The process should be competitive, involving strict qualification criteria.

(SCLC)

We recommend that tribunal members be appointed by Order-in-Council, based on a publicly advertised competition. Appointments on a full-time salary basis for five to seven years will allow time to develop expertise and apply skills. (See the briefs for further detail.)

(CLSNS, MLCS)

Tribunal members, with an understanding of legal principles and representative of the broader community, should be appointed by the Lieutenant Governor in Council based on an advertised competition. The positions should be full-time positions for three years, with extensions available.

(TAG, WSCLS)

Hearing officers of this body should be appointed by Order-in-Council and have appropriate qualifications and experience in residential tenancy law.

(UDI, Minto, Winninger)

Prospective mediators should have to go through an objective selection process. They should be appointed by Order-in-Council to signal the seriousness the government attaches to their role.

(CARP)

We must maintain the role of a court-type system in resolving landlord and tenant disputes. For reasons that I do not properly understand, judges are significantly more effective and efficient in resolving disputes than the bureaucratic model. The bureaucrats are simply not very efficient. They do not have the ability to distinguish between the serious and the trivial. I do not see the value in adding 300 or 400 people to the size of the rent control programs in order to deal with the workload of one good judge.

(CCP)

The law should provide an immediate mechanism for matters involving tenants who do damage to the units or threaten the safety of others, to be heard. The law should also enforce the quick eviction of any offender who has been involved in a criminal or quasi-criminal act. There are such provisions in the Alberta Legislation. It tends to discourage negative behaviour.

(MMC)

If a tribunal process is instituted for landlord and tenant and rent control issues then the following should apply (see brief for details on independence, appointment process, voluntary mediation, plain language, *Statutory Powers and Procedure Act*, appeals to Divisional Court, etc.)

(MLC)

If the delivery system is transferred to tribunals which will be based in various locations, will the government fund a Duty Counsel project at each of these locations? We fear that under the proposed system, the tenants will have even more difficulties obtaining legal representation.

(MTLC)

Provincial Government
A provincial government administration with direct accountability through a ministry.

Appointment of Adjudicators

The dispute-resolution process must involve a form of adjudication that will not allow the tenant to be easily intimidated, challenged, or unrepresented. A solution must not be arrived at such that the tenant feels compelled or pressured to accept.

(CSTR, WSCLS)

Appointments should be made on a regional basis.

(SLCL)

From the perspective of our Northwestern Ontario legal clinic, a major drawback in dealing with other types of administrative boards is that we and our clients often must wait several months (not just days) to even have a hearing scheduled. Significant travel costs are involved. Finally, after the hearing is held, we must often wait several months before we even receive a written decision from the Board member(s). These delays are impractical for rental matters involving significant repairs, or resuming essential services such as water and heat to rented premises. Currently, we have quick access to judges. Unless administrative board members could be placed in each county and district, we see no reason to replace our current court system. The Landlord and Tenant Court is the fastest court system in Ontario. Why change it if it works?

(RRDCLC)

An arbitration panel should be independent of the Ministry but subject to provincial policy and legislation.

(ERTAC)

The dispute resolution body should be an independent agency, with a degree of judicial independence and responsible to the Attorney General or to the Legislature.

(EOLO, UC)

Any tribunal should be independent of the Ministry, have its own employees and be properly funded. A lack of resources will mean the loss of rights for tenants.

(CSTR, WSCLS, RYGTA)

Any agency created to resolve disputes between landlords and tenants must be as separate as possible from the Ministry.

(GR, UDI, Minto)

There should be a quasi-judicial process in regard to landlord and tenant matters, such as eviction, with provision for appeal.

(MT)

Issues such as maintenance and abatement of rent for failure to maintain, should be taken out of the realm of the courts, except as to enforcement of maintenance standards by municipal standards officers.

(MMC)

Direct accountability to the province is important in order to maintain proper functioning of the system.

(UTO-NC)

The new dispute-resolution system should be at arm's-length from the government so that it has the independence necessary to make impartial decisions. Outsourcing will likely be more cost-effective than establishing another government agency.

(SHBA)

If it is felt necessary to create a single adjudicative/administrative system, we support the proposal. The new system should not be subject to political pressure or interference.

(SCLC, HACTA)

We endorse the establishment of a dispute-resolution system that is arms-length from government and includes the balanced representation of both landlords and tenants.

(CMHA-TB)

The dispute-resolution body should be an independent agency subject only to legislative and policy direction of the government. In order to ensure sufficient independence, it should be an agency with a status comparable to the Ontario Municipal Board.

(FRP, CMHP, RHSA, UDI, Minto, MPM)

If an administrative tribunal is established, it must be independent.

(KALC, JSTA, WRCL, NLSLMH, LHBA, TETA)

Any new tribunal must be an independent body with expertise in the area of landlord and tenant law. The tribunal must be bound by the *Statutory Powers Procedure Act* and basic rules of procedure.

(TAG, NLS, WSCL)

An agency rather than government should handle disputes and mediation.

(CMHA, CMHP)

The tribunal should have a general jurisdiction to declare a tenancy to be at an end upon the application of a tenant in certain circumstances.

(SDGLC)

In cases where facts are disputed, a legally-trained adjudicator should sit with two assessors, one chosen by each party. There should also be panels of adjudicators and assessors, and lists of mediators. The system should be headed by a director of tenant protection. (See the brief for flow charts and a proposed procedure.)

(NLSLM)

OTHER ISSUES FOR DISCUSSION

Dispute Resolution/Government or Arm's Length

There are two ways the program delivery system can be set up. The issue is whether the delivery system should be part of government or arms-length.

Clearly define one or two methods of providing for a dispute-resolution system. Make the information available to interested parties (i.e. everyone who has responded to this discussion paper) for their input.

(ORTA)

Rules and procedures should ensure adequate notice and access to information for tenants and adequate resources to carry out its functions.

(MT)

More specifically, the options are: quasi-independent agency and provincial government administration with direct accountability through a ministry.

Quasi-Independent Agency

An agency independent of the ministry but subject to government policy and legislation.

The delivery system must be independent of government.

(WELSO, LCHIC, UTO-ER, RCLC, HMLCS, Miller, MLCS, CLSNS)

It is imperative that the dispute-resolution system remain in the hands of the government.

(STPTA, ORTA, BPWCO, EYNDRRA)

Substantive rights, existing notice periods, right to trial and right of relief from forfeiture should be retained.

(NLS)

The system should be sufficiently flexible to allow any change in rents to which landlords and tenants both agree.

(OREA)

Ensure equal access to the dispute resolution process.

(QSPC)

It is vital that any new system be open, accessible, speedy, and inexpensive.

(EOLO, UC)

Any proposal will be of little use to tenants without the staff and resources to make it work effectively.

(ONDY)

Concerns are expressed regarding the need for impartiality, autonomy, fairness and accessibility of the dispute-resolution system.

(CFSSO, FMTA, WSCLS, FOCTA, HACTA)

A matter should be bumped to the dispute-resolution body only after attempts to resolve have been made before a local mobile home park committee and failed.

(OMHA, HHHBA)

The procedural safeguards within the LTA, such as formal notices to tenants of court applications, etc. must be maintained as a minimum guarantee of due process for tenants.

(RYGTA)

We are heartened by the fact that the Ministry has not yet developed a proposal for the new system. It should establish a task force made up of representatives from all interested parties which will formulate a system that will be fair and timely.

(CCOC)

Without the courts, landlord and tenants will not have the benefit of jurisprudence. There will be a patchwork of inconsistent decisions.

(SHACH, SPRCH)

We do not favour the transfer of eviction adjudications from the court system to some form of tribunal or board. We compare this proposal to our experience with the Social Assistance Review Board since the last election.

(TBCAP)

We disagree with this proposal. Rent control is primarily an administrative process; most landlord and tenant disputes revolve around a form of contract law. There is little overlap between the two systems. The greater delay is in the rent control system. The vast majority of landlord and tenant cases are resolved without the need of a hearing. The creation of a new tribunal would incur costs which are not being paid at present.

(SDGLC)

Landlord and tenant disputes should continue to be determined by the courts, subject to the streamlining measures outlined in the Peel-FRP brief. If the government is determined to move to a provincial tribunal, the process should be first tested and evaluated on a pilot basis.

(FRP, CMHP, RHSA, UDI, Minto, MPM)

The protections available in the courts should not be lost in the new system.

(MT)

There should be a two-track system which allows landlords or tenants the option of accessing the court system for difficult cases. An arbitrator could rule on the court referral.

(Peel)

There is no basis for assuming there will be any cost savings in transferring jurisdiction from the Ontario Court to a tribunal.

(TAG, WSCLS, WRCLS)

Powers of the registrar and deputy judges should be expanded. Divisional Court should be available for appeals only.

(Danzig)

include mediation. The system should not be set up without adequate resources and qualified adjudicators.

(SDGLC)

In smaller communities and rural areas, local lawyers act as judges in Small Claims Court. It might be appropriate and more economical to develop a panel of local lawyers to serve as small claims residential tenancy judges. They could be available on short notice or more regularly to expedite the resolution of residential tenancy problems.

(RC)

The LTA should remain under the current judicial system.

(ERTAC, WELSO, LCHIC, HMLCS, UTO-ER, RCLC, LAW)

Disputes under the LTA should remain in the court system, with a parallel mediation program established to determine which issues can be dealt with outside of the courts.

(HHCHW)

The courts should continue to have an important role in resolving landlord-tenant disputes.

(Hall, McConnell)

Disputes should stay in court; a new tribunal is not necessary.

(NLS, NLSLMH, CHVD, NH, SSCP)

Given the largely contractual nature of LTA issues, it is our position that these matters are better left to the established jurisdiction of the Ontario Court (General Division).

(MLCS)

Adjudication of matters under Part IV of the *Landlord and Tenant Act* ought to remain with the Ontario Court (General Division).

(GR, WELSO, LCHIC, HMLCS, UTO-ER, KAN, RCLC)

THE DISPUTE-RESOLUTION SYSTEM

The ministry has not yet developed a proposal for the new dispute resolution system. Options have been presented in the various parts of this section. Input is welcomed.

Any new system must be available and affordable to every tenant.

(NTTN)

Strong support expressed for this new initiative. Landlords and tenants should be encouraged to resolve disputes outside the system.

(OREA, WECARP)

If a new landlord/tenant board is to be created, it should be consistent in design and function with whatever reforms are being contemplated for those boards and agencies presently under review by the government.

(SCRO)

Disputes should go to a specialized court of law where the mediators and judges are appointed because they have the qualifications to be there. A blue ribbon panel would sit on applications and make suggestions for appointments by Order in Council. Federal cooperation would be required for the creation of such a court. The specialized court should be allowed to exclude individual consultants if it sees fit. No appeals should be brought or argued by consultants.

(Fink)

The present system of resolving rent-related disputes before a rent control officer has worked well and should remain as is. It is difficult to comment on a process which has not yet been defined.

(JGATA)

The rent dispute system should be complaint-based, with a mediation and adjudication process initiated on complaint from a tenant concerning the level of a proposed increase within 30 days of receipt of the Notice of Rent Increase. Where a tenant is satisfied with a proposed increase, there would be no adjudication, whatever the level of the increase.

(FRP, Minto, CMHP, RHSA, UDI, MPM)

A properly established and funded tribunal system will probably be a more expeditious process and better suited to a dispute-resolution approach which might

Remedies For Harassment

Are there any other remedies which could be granted on a tenant application dealing with harassment, such as a restraining order?

Other remedies should include injunctions, standing orders and restraining orders.

(ERTAC)

There should be provision for the use of a restraining order to prevent ongoing harassment of a tenant while a complaint is being dealt with. Additional disincentives for severe improper behaviour could include the threat of a jail term.

(SCLC)

Restraining orders should be included as remedies to harassment.

(NLSLMH)

Restraining orders are a must, not only for the person doing the harassing on behalf of the landlord, but on the landlord as well. Tenants must be in a position to feel some measure of protection and security even if they are in a disagreement with the landlord.

(ORTA)

Ensuring the adequate enforcement and vigorous prosecution of offences will be more effective in providing a disincentive to improper landlord behaviour than increasing the maximum level of fines.

(SCLC)

There must be stiff penalties against tenants for false accusations against landlords.

(OREA)

Tenants withholding rent should instead pay it into the court pending the court's determination. Failing this, they should forfeit the right to compensation and leave themselves open for eviction due to non-payment.

(Thomson, Miller)

The Discussion Paper is inaccurate when it states that tenants may not withhold rent. The rent withheld must be proportionate to the landlord's breach and either party may go to court to have the issues determined. Contractual remedies of abatement of rent should be available to tenants for landlord breaches of covenants or statutory obligations.

(WELSO, LCHIC, HMLCS, UTO-ER, TAG, WSCLS, NLSLMH, Life Spin, WRCLS)

The *Tagwerker and Zaidan Realty* case should be codified to recognize that repair and maintenance is a fundamental covenant of the landlord. (See the TAG brief for details.) The remedy of rent abatement to compensate for disrepair is an integral aspect of any obligation to maintain.

(TAG, WSCLS)

The right to withhold rent in cases of non-repair should be strengthened.

(KAN)

It should be permissible to withhold rent, but only under the following circumstances: the rent is paid into the tribunal until the matter is resolved or there is a determination that the rent is being withheld for a frivolous reason which has nothing to do with the maintenance of the rented premises. In the latter circumstance, the tenant should be required to pay costs.

(SDGLC)

Rent arrears must be paid to the court if there is a dispute.

(HHHBA)

The amount of interest the landlord now pays the tenant on the last month's rent should be adjusted on an annual basis, in relation to the bank rate or the cost of living -- not 6% as at present.

(HR-SL, PDLA)

Fair market value interest should be paid annually to the tenant as this is his/her asset which, if the tenant is not moving out, is being used by the landlord for their own purpose.

(JSTA)

Withholding Rent / Role of Tribunal

Tenants may not withhold the rent they owe when they have a dispute with their landlord. How can this rule be enforced? What role should a tribunal play in these circumstances?

Tenants should be allowed to withhold the difference between existing rent and the new rent if there is a dispute until such time as the tribunal makes its ruling.

(ORTA)

Withholding rent is sometimes the only tool that people with low incomes have for forcing landlords to take action on units in serious disrepair. If such a move is made illegal, the government is likely forcing the marginally homeless to continue living in unsafe conditions.

(TBES, LATA, Life Spin)

Tenants should pay the current legal rent until the dispute is settled.

(ERTAC)

Tenants who are late in paying their rent should be required to pay rent in full before rent reduction applications are processed.

(ORLA)

The rent should be held by the tribunal in escrow until the dispute is settled.

(WECARP)

Owners should only have to pay the interest on the last month's rent deposit, once the tenant moves out of the rented premises. This amount should be used to offset any rent increases which have occurred during the tenancy. They should, however, have to account for it on an annual basis, perhaps at the same time as the rent is adjusted. A new owner must assume responsibility for funds on deposit with a previous owner and should attend to this matter upon the purchase of a rental property. (See the brief for details on the rate of interest.)

(SDGLC)

The rate of interest should equal the annual guideline increase.

(EOLO, UC)

Interest should be .05% above prime at the time of deposit.

(WECARP)

Interest should be reduced to 2% or 3%.

(Danzig, Fuerth)

The last month's deposit should be returned with interest at the bank rate plus 1%, if, after a year, a tenant has proven that he/she are reliable and has demonstrated that the rent is paid on time.

(UTO-NC)

The existing provisions with respect to interest on last months' rent deposits should be maintained.

(FRP, Minto, CMHP, MLC, RHSA, UDI, MPM, ORTA)

If the tenant stays multiple years, interest should be compounded. The interest rate should be the same percent as the rent increase.

(Thomson)

The amount should be the same as the yearly rent increase.

(Ivey)

The interest rate should be reduced to bank account or short-term interest rates.

(Miller)

Maximum fines: Harassment

Maximum fines for harassment will be increased to \$10,000 for individual landlords and \$50,000 for corporations.

We support the idea of fines being levied, providing they are enforced.

(ERTAC)

Sanctions for harassment must apply equally to landlords and tenants.

(UDI, Minto)

There should be cost consequences for the tenant or landlord when complaints or defences are ill-founded.

(Miller)

This proposal is not supported.

(Danzig)

Rent Reduction: Harassment

Rent reduction applications for harassment will now be allowed.

OTHER ISSUES FOR DISCUSSION

Interest on Last Month's Deposit

When should landlords have to pay interest on the last month's rent deposit? And how much interest should they pay?

Interest on the last month's deposit should be paid at the end of a calendar year. It should be based on the average GIC interest rate for that year. Payment can be made by a cheque issued to the tenant or the equivalent can be deducted from one month's rent.

(ERTAC)

The fixed 6% rate of interest should be retained.

(WELSO, LCHIC, HMLCS, UTO-ER, MLC, WSCS, TAG, RCIC, WRCL, LATA, NLSLMH, CLSNS, MLCS)

Funding to groups such as ours would be a more cost-effective way to assist tenants than the creation of a new bureaucracy.

(HACTA)

Further clarification is required on the anti-harassment measures.

(Hall, McConnell, PACE, YRCSJ, SSCP, PCLC)

Anti-harassment provisions must be legislated as provincial offences. The enforcement agency must be the police. (See the brief for further details.)

(HCLS)

Anti-harassment provisions should apply to care homes.

(WECARP)

Strong anti-harassment measures must be rigorously enforced.

(WELSO, LCHIC, HMLCS, UTO-ER, RCLC, HCLS)

Those who lay complaints should have absolute protection during the process.

(WECARP)

Tenants should not be charged fees for enforcement unit applications.

(WECARP)

Unfortunately the anti-harassment unit has been created at the same time as the government has introduced proposals which will act as incentives to evict tenants.

(FLCS, Krall, SCTA, SPRCH)

Relief: Harassment

Tenant applications for relief of harassment will be fast-tracked.

investigate problems and find a solution. These situations require prevention so that they do not occur in the first place. Tenants' rights should be protected through legislation as opposed to an enforcement unit.

(HHCHW)

Harassment needs to be defined. A landlord posting a notice of termination on a tenant's door may be accused of harassment.

(UDI, Minto)

The term harassment must be clearly defined so that tenants and owners understand what kind of behaviour is to be considered unacceptable.

(SDGLC)

Any wording must clearly state that this unit will address harassment by landlords and not that between tenants.

(CCOC)

Harassment provisions should not only protect sitting tenants against a landlord. They should be extended to include the following situations: 1) landlord harassment charges against a tenant; 2) tenant harassment charges against another tenant; and 3) landlord harassment charges against a tenant on behalf of another tenant or group of tenants.

(ORLA)

The enforcement unit should fall under the provincial court system.

(ERTAC)

The government should make clear what an anti-harassment unit is before any action is taken towards activating one.

(NTTN, WECARP)

The government should establish an enforcement unit to investigate tenant and landlord complaints of harassment and increase fines for landlords or tenants who harass.

(FRP, CMHP, MLC, RHSA, UDI, Minto, MPM)

Enforcement Unit

An enforcement unit will be established to investigate tenant complaints of harassment.

It is unlikely that the creation of this unit will stop harassment. Given the present climate of fiscal restraint, it is unlikely that such a unit would be given the staff and resources to assist large numbers of tenants across the province. Tenants may also be afraid or feel too intimidated to utilize the service and harassment can be difficult to prove.

(ACLC, LSPC, MacIssac, NLSLMH, HMLCS, SHACH, HHCHW)

The anti-harassment measures will prove inadequate. The harassment unit should be adequately funded.

(UTO, FMTA, TCRC, EYNPPRA, Seiler, WELSO, LCHIC, UTO-ER, LWHTA, TAG, LCMTYR, WSCLS, KAN, SHCGP, RCCLC, CAWCDDG, LAW, WVIC, HMLCS, WRCLS, NLSLMH, Life Spin)

We do not expect the anti-harassment unit to be effective. Very few resources are presently allocated to the issue of tenant harassment and there is no reason to expect this will change.

(MTLS, Haddad)

The prospect of an enforcement unit is welcome. However, to be effective, such a unit needs to be accessible and properly resourced. Enforcement officers must be based in local communities in order to respond quickly and comprehensively to tenant complaints.

(SCLC, HHCHW)

We are skeptical of the level of protection that such a unit will provide. We would like the following commitments: 1) that an enforcement office will be located in Thunder Bay and 2) that low income people in this community will have better anti-harassment protection than a 1-800 number to an understaffed office in Toronto. By proposing the establishment of this unit, the government is admitting that its policy of "vacancy decontrol" will make harassment of sitting tenants inevitable.

(TBCAP, TBDLC)

The intensity and urgency of situations which involve one's home cannot be adequately addressed by a bureaucracy that takes time to process applications,

a priority item, the requirement to give written notice would lengthen the response time, causing a disservice to the tenant.

(CCOC)

After Notice Given

After the tenant has given notice of termination, when the landlord needs to show the unit to prospective tenants.

The current section on the right of landlords to enter to show the unit to prospective tenants should be clarified. This could be done by inserting a definition of “reasonable times” such as between 10 a.m. and 8 p.m.

(CCOC)

This right should be expanded to allow showing the unit when the apartment or building is for sale.

(LSHC, UC)

This proposal is supported.

(Robbins)

Where Landlord Required

Where the tenant agreement requires the landlord to clean the unit at regular intervals.

Harassment

Ensure that the harassment section does not infringe upon existing laws thereby leaving the tenant without recourse to the police if required. Can an injunction still be applied for?

(ORTA)

The proposed initiatives could be useful, but they must be part of legislation that provides full rent control protection.

(WAWG)

Any proposal to expand the right of entry for “specific reasons” is opposed.

(NLSLMH)

An exhaustive list of reasons for entry should be included and limited to circumstances where: 1) the tenant has given notice of termination; 2) there is consent; 3) there is an emergency; and 4) the landlord wants to effect necessary repairs. There should be an expeditious remedy through landlord and tenant court for a tenant whose landlord is breaching these provisions.

(TAG, WSCLS)

There should be a provision that allows landlords and tradesmen entry once a problem has been identified.

(Miller)

We ask that you provide further clarification. What you propose still seems to be confusing.

(LSHC, UC)

Prior Written Notice

On 24 hours' notice given in writing.

We agree with this proposal.

(Robbins)

Exceptions

These conditions apply at all times except:

Emergencies

We agree with this proposal.

(Robbins)

When tenant agrees

When tenant agrees at the time of entry

A landlord should also be exempted from giving 24 hours notice of entry when the tenant has requested work and given verbal permission to enter. If the work is

All tenants are entitled to privacy in their rented unit. Current provisions in the legislation are widely misunderstood and need to be clarified. The landlord will be allowed to enter the unit only:

Specific Reasons/Times

For specific reasons and only during specified periods of time (i.e. between 8 a.m. and 8 p.m.).

A landlord should be able to enter a tenant's unit only between the hours of 8 a.m. and 8 p.m. with 24 hours' notice in writing. The only exceptions should be for emergencies; when the tenant agrees at the time of entry or provides prior written authorization for the day in question; after the tenant has given notice, where the landlord needs to show the unit; and where the tenancy agreement requires the landlord to clean the unit at regular intervals. The right to enter on 24 hours' notice should apply for any time during the 8 a.m. to 8 p.m. period which falls after the 24 hours but on the specified day.

(FRP, CMHP, RHSA, UDI, Minto, MPM)

Consistency and use of specified times is preferable.

(WELSO, LCHIC, UTO-ER, WSCLS, HMLCS, RCCLC, MLCs, CLSNS)

The proposals suggest that a landlord will be given a statutory right to enter on 24 hours written notice for specific reasons between 8 a.m. and 8 p.m. Surely the potential for abuse is clear and the possibility of harassment is obvious, particularly in the context of the proposed incentive to obtain vacant possession.

(KALC)

We agree that landlords should be allowed to enter the unit within specified times, with 24 hours written notice. The only exceptions should be those enumerated in the discussion paper.

(ERTAC, WECARP)

Except in true emergencies, there should be no need to enter on less than 24 hours written notice. The right of entry must be limited to situations now in the legislation.

(WELSO, LCHIC, HMLCS, UTO-ER, WSCLS, RCCLC, CLSNS)

Tenants should not be allowed to leave excessive amounts of unwanted items after vacating the premises. Storage and removal costs result in considerable expense to the landlord.

(Clone)

Sale of Single-Family Dwelling

Although not in the current legislation, the courts have said a landlord who sells a rented, single-family dwelling can give the tenant 60 days' notice of termination at the end of the term on behalf of the buyer when the agreement for purchase and sale is finalized. The legislation will be updated so it says this explicitly.

We agree with the proposed changes.

(ERTAC)

Where a prospective purchaser of a residential complex requires possession of a rental unit in the residential complex for personal use (as now set out in s.103 of the LTA) and where the prospective purchaser has entered into an agreement of purchase and sale of the residential complex, the vendor should be able to give the tenant notice, on behalf of prospective purchaser, to terminate the lease on 60 days' notice at the end of the term.

(FRP, CMHP, RHSA, UDI, Minto, MPM)

An undertaking from the purchaser should be served with the Notice of Termination. If the purchaser does not move into the premises, the previous tenant should have the option to move back with any losses suffered by the tenant recoverable by reduced rent. If a new tenant has moved in, the rent for the new tenancy, if higher than the previous payable, should be reduced to the former rent.

(WELSO, LCHIC, UTO-ER, WSCLS, RCCLC, NLSLMH, WRCLS, CLSNS, MLCS, HMLCS)

legitimate reasons; however, as providers of a scarce resource, the ability to more clearly define abandonment would ensure better use of RGI units.

(CCOC)

The current legislation is silent on a landlord's responsibility to tenants for any abandoned property left by them. This will be clarified under the new legislation as follows:

Writ of Possession for Property Disposal

When personal property is left behind and it is unclear whether or not the tenant has moved out, the landlord can obtain a writ of possession and dispose of the tenant's property after 30 days.

This proposal is of particular concern for persons who live independently but, from time to time, check themselves into facilities that provide psychiatric services, often for more than 30 days. It is also a problem for persons with developmental disabilities. Not all tenants remember, have an opportunity or are able to notify the landlord prior to leaving for 30 days. The landlord can then state that it is unclear whether or not the tenant has left and legally evict them.

(PUSH-NW)

Landlords should be able to obtain a writ of possession after 60 days.

(ERTAC)

We wonder how a writ would be obtained by a landlord if the courts are no longer involved in dealing with landlord/tenant matters.

(CCOC)

We suggest that tenants be required to remove their possessions within seven days of leaving.

(LSHC, UC)

Storage Cost Recovery

If the tenant comes back to claim the property before 30 days have elapsed, the landlord can recover storage costs.

Landlords should have the right to recover storage costs.

(ERTAC)

Abandoned Property

The landlord should be free to dispose of property left by a tenant 30 days after executing a Writ of Possession. Where a tenant returns to claim property within the 30 days, the landlord will be entitled to charge storage costs and any disbursements paid to a third party in connection with the removal and storage of the possessions.

(FRP, CMHP, RHSA, UDI, Minto, MPM)

We support a codified procedure for dealing with the chattels tenants leave behind.

(LAW)

The contents of an apartment should be declared abandoned (and therefore removable) at the same time the apartment is declared abandoned.

(Thomson)

Make the storage fees for abandoned property generic (i.e. set a per diem fee for all landlords). Make the fee schedule available for all tenants.

(ORTA)

The abandoned property provisions in the *Residential Tenancies Act, 1979* should be adopted. (See the LCHIC brief for details.)

(WELSO, LCHIC, HMLCS, UTO-ER, WSCLS, RCLC, CLSNS, MLCS)

The landlord in a mobile home park/land lease community must have the right to sell or remove an abandoned home. (See the OMHA brief for details.)

(OMHA, HHHBA)

The Act should be amended to establish that property ownership for those items left in the premises after the end of a tenancy is deemed to vest with the landlord, if items are not removed within a short period of time.

(Peel)

The lack of clarity in the definition of 'abandoned' causes problems that are specific to social housing providers. In a few instances, the tenants of RGI (rent-gearred-to-income) units have left their units for considerable periods of time but arranged for rent payments to be made on their behalf. This can happen for

There should be a summary dispute-resolution procedure for disputes between co-tenants.

(WELSO, LCHIC, HMLCS, UTO-ER, RCLC, WRCLS, CLSNS)

The current Act precludes tenants in social housing from sub-letting. However, case law is such that this provision is sometimes difficult to enforce. The legislation should be clarified so that only the original lease signer is the tenant for rent-gearred-to-income (RGI) units. This would ensure fairness to those applicants on waiting lists.

(CCOC)

To avoid the possibility that a sublease might infringe on the landlord's right to charge an appropriate rent where the sublet is not approved:

Permission

Tenants will be allowed to sublet only with the landlord's permission.

Withholding Landlord Permission for Cause

Landlords can withhold permission if they have reasonable cause.

We support this proposal. It is important to our residents that the character of their homes be preserved. It is important to us as care providers that admission criteria be maintained.

(Porter)

You must define what the reasonable causes might be.

(PDLA, AL)

This proposal does not cover those situations where it may not be a sublet but a caretaker friend.

(HPTA)

If a landlord withholds permission, the tenancy agreement should be terminated at a date set by the tenant.

(FOCTA)

Evicting Unauthorized Tenants

Landlords can apply to evict unauthorized tenants.

“Sublet” and “assignment” are two distinct concepts and clarity is required in the TPP.

(WELSO, LCHIC, HMLCS, UTO-ER, TAG, WSCLS, MLC, RCLC, LAW, WRCLS, NLSLMH, MLCs, CLSNS)

Subletting should continue in its current form and not be ground for “vacancy decontrol” of rents or surrender of the unit to the landlord.

(CFSO, WELSO, LCHIC, HMLCS, UTO-ER, WSCLS, RCLC, LAW, Life Spin)

If the section dealing with unauthorized sublets must be kept in, at the very least, it should not be retroactive. That section should be effective the day the legislation is implemented and existing sitting ‘unauthorized sublets’ should be grandfathered.

(ORTA)

Support is expressed for this measure to enable the charging of an appropriate rent for new tenants when a unit is vacated.

(OREA)

The landlord will need to have the right to turn down assignment and subletting and move the site rent to market rent.

(OMHA, HHHBA)

These provisions should be strengthened to ensure that disputes are resolved quickly.

(CHVD)

The right to sublet for a temporary period should be unrestrained. A tenant should be able to assign the balance of the term of the tenancy.

(WELSO, LCHIC, HMLCS, UTO-ER, TAG, WSCLS, KAN, RCLC, LAW, WEBLC, WRCLS, Life Spin)

With regard to sublets and assignments, landlords should not be permitted to make changes.

(TAG, WSCLS)

The proposals are supported.

(LSHC, UC, HHHBA)

The rights of sub-tenants must be clarified.

(TAG, WSCLS, WPIRG)

Since we do not support vacancy decontrol, we do not support the proposed changes to sublets and assignment of lease.

(ERTAC)

The proposed decontrols provide landlords with more than sufficient opportunity to increase rents. Considering the importance of the current subletting arrangements to many young renters, the added opportunity to increase is unnecessary. Termination of the arrangement will be a severe blow to these renters.

(ONDY)

The new legislation should give landlords the ability to treat a sublet and transfer as a new tenancy under the vacancy decontrol measures and to adjust the rent to market accordingly.

(UDI, Minto, ONHA, NH)

Tenants should be allowed to sublet or assign only with the landlord's permission, which can be withheld for reasonable cause including to establish a new rent. Unauthorized occupants who have sublet from a tenant without permission of the landlord will not be tenants and can be evicted by the landlord or, at the landlord's discretion, accepted as new tenants at a new rent.

(FRP, CMHP, RHSA, UDI, Minto, MPM)

We believe this sublet/assignment provision is necessary as it creates an opportunity for sites to reach market rents on the move-out of the present tenant. Furthermore, it ensures that the new tenant is subject to all other obligations outlined in the original lease.

(UDI-RGI)

A nominal security deposit of \$300 would encourage a tenant to leave a unit in a clean and respectable manner.

(AON)

A tenant's deposit should be returned to them upon vacating, rather than using it for last month's rent. This will ensure the existing tenant vacates on time (leaving a habitably clean and empty apartment) for the next tenant.

(Thomson, Kabidis)

Seizing Tenant's Property

Prohibition against seizing tenant's property for arrears of rent.

Maintenance of Rented Premises

Landlord's duty to maintain rented premises.

Right to Privacy

Tenants' right to privacy.

If the landlord is to be allowed to enter a unit to show a prospective tenant, we feel that reasonable notice should be given. At the very least, a phone call to the tenant to ensure that the tenant will not be inconvenienced any more than necessary should be required. The consequences for non-compliance of the privacy section should be made significant for both the landlord and violator (i.e. superintendent).

(ORTA)

Privacy rights should be strictly enforced, and entry rights by landlords or their agents be strictly limited.

(MLC, TETA, Taylor)

These rights should remain as they are.

(WEBLC)

The consultation paper notes that several changes have been proposed to the Act that will address gaps or inequities in the current legislation. Other changes are required to give full effect to proposed new policies. These involve:

To limit the notice of termination, we suggest three days for a weekly rental unit and 10 days for a monthly rental unit.

(Kabidis)

Security Deposit

Prohibition against taking security deposits except for last month's rent.

Unlawful charges such as premiums, fees, commissions, and key deposits should continue to be covered in new legislation. Sublet fees to a maximum of \$50, inclusive of all costs, should be allowed.

(UTO-NC)

Any payment in the nature of a deposit for damages, keys or for any other purpose must continue to be prohibited.

(WELSO, LCHIC, HMLCS, WSCLS, RCLC)

All deposits other than last month's rent should be illegal.

(MLC, WELSO, LCHIC, HMLCS, RCLC, NLSLMH, CLSNS)

The Act should be amended to allow a maximum key/card deposit of \$100, refundable in full when the keys/electronic cards are turned in on vacant possession.

(Peel)

Landlords should be permitted to accept refundable deposits for keys, access cards, and opening devices.

(Danzig)

The current amount permitted for security deposits under the Act is not a problem. However, prepaid rent should clearly be shown as not being a security deposit. At the sole discretion of the tenant, prepaid rent should be permitted. This would open the door to new concepts in residential rents and the marketing of them.

(UDI-RGI)

The Act should be amended so that the effective date on the Notice of Termination for early termination by landlord for cause should be changed from 20 to 10 days. The Notice of Eviction Form 4 for non-payment of rent should be changed to provide seven instead of 14 days for the tenant in arrears to pay all monies owed. The termination date should allow the landlord to proceed after 10 instead of 20 days.

(PeI)

The Act should be amended to enable the landlord to apply for termination of the tenancy at any time on any approved grounds, except where the cause is the desire of the landlord/landlord's family to occupy the rental premises.

(PeI)

Undertakings by purchasers should be required where notice of termination is sought by an owner for a purchaser's personal occupation of the premises.

(MLC)

The eviction process takes too long.

(Thomson, Haddad)

The overall process for terminating a tenancy agreement should be streamlined and shortened.

(LSHC, UC)

A landlord should be allowed to apply to the courts for an order for possession after he has given the 60-day notice for possession.

(PDLA)

The eviction process should be changed to allow an earlier eviction. The present process can take two to three months and is very costly for the landlord. Form 4 should be given to the tenant on the first day the rent is overdue. They should respond within one week. If they are unable to pay or correct the situation, all parties should have a hearing within seven days. A tribunal could hear the case. Costs for either party should be very minimal - \$25 to \$50 maximum.

(HR-SL)

The Act should be amended in section 107(1)(b) to state that a landlord may proceed notwithstanding the disposition of any criminal charges relating to the matter.

(Peel, ACT)

The Act should be amended to broaden the responsibility of tenants to deem them responsible for the illegal acts of their guests.

(Peel)

A landlord should be able to take action to evict whenever the interference to the reasonable enjoyment of other tenants is sufficiently objectionable to provide grounds for eviction.

(Peel)

Grounds for the eviction of tenants should be limited to those set out in the current LTA. The rights of tenants to dispute evictions should be maintained.

(RYGTA)

Notice Periods: Tenancy Termination.

Notice periods for termination of tenancy.

Emergency evictions for tenants who are a clear and imminent danger to others or the property are necessary for the protection of other tenants and the property. Landlords now have to bribe dangerous tenants to leave, and dare not risk the consequences of starting legal proceedings without being able to remove them.

(BLHL)

The Act (section 113) should be amended to: clarify that "brings an application" means "file with the court"; and clarify that the 30-day limit only applies to the cases of early termination listed under sections 107 and 110.

(Peel)

Section 105 should be amended to include a 60-day notice of eviction for a change in use as a result of a municipal order, i.e. eviction for contravention of a municipal by-law.

(Peel)

changes to the Act, especially the establishment of an enforcement unit, the increase in fines and fast-tracking applications for relief of harassment.

(CMHA-TB)

The vagueness of this section is worrisome.

(Eglington 707/717)

The shortcomings of the LTA are more of a disincentive to investment in rental housing construction than the RCA.

(Thomson)

We support confirmation that “short-term accommodation provided as emergency shelter” continue to be defined as not being “a residential premises”.

(HF)

According to the consultation paper, many requirements of the current legislation work well - and will remain unchanged. These include:

Grounds for Eviction

Grounds for eviction (except for unauthorized sublets as noted below).

The right to dispute evictions must be maintained so that an adjudicator can take the particular circumstances of each case into consideration in determining whether a tenant should be evicted.

(KALC)

We recommend that no landlord’s application for eviction be considered until the tenant’s application for an abatement of rent due to lack of maintenance or decreases in services or operating costs has been determined.

(MLCS)

It should be clarified that a corporate landlord cannot evict a tenant from a unit for one’s “own use.”

(TAG, WSCL)

THE LANDLORD AND TENANT ACT (LTA)

Support is expressed for the government's intention to leave in place Part IV of this Act.

(MT)

The streamlining of this legislation is supported.

(Peel)

Part IV of this Act should be left as is and not amended at this time.

(TAG, WSCLS, Wimmeringer)

The Act does not need to be amended at this time.

(TAG, Eglington 707/717, WSCLS, Walsh)

Prohibition against being able to contract out of provisions/protections of the LTA must continue.

(RYGTA)

The recommendations of the *Region of Peel Position on Streamlining the Landlord and Tenant Act*, May 10, 1996, as endorsed by FRP, should be implemented, including but not limited to those governing the rental arrears procedure, set asides, discretionary powers, costs for default judgments, creation of a tenancy, payment in of amounts in dispute and the standard for interference with reasonable enjoyment.

(FRP, CMHP, RHSA, UDI, Minto, MPM)

We would like to have visible legislation before us.

(WELSO, LCHIC, HMLCS, UTO-ER, WSCLS, RCLC)

Thoughtful, not radical, modifications to the existing legislation and processes will best protect tenants rights and due process of law.

(Peel)

We appreciate the commitment to those aspects of the current legislation which continue to protect the rights of both landlords and tenants. We support the

The City of Toronto should be given authority for establishing and enforcing operating performance standards for elevators in residential buildings.

(Hall, McConnell)

Local health departments should conduct inspections under the *Health Protection and Promotion Act*, re vermin.

(TAG, WSCLS)

When a tenant has caused damage willfully or through neglect, a property standards officer should have the authority to issue an order against the occupant rather than the owner.

(EOLO, UC)

There should be provision for municipalities to do the necessary work and add the cost to property taxes.

(Miller)

order being issued or charges being laid. A record of this process should be kept. There should also be strict time delays for owners to make the necessary repairs.

(SDGLC)

This provision is a waste of time and will do nothing to improve the situation.

(TAG, WELSO, LCHIC, HMLCS, UTO-ER, WSCLS, RCLC)

Landlords should not be notified in the event of a tenant-initiated inspection. They should have already known there was a problem through written communication from the tenant.

(UTO-NC)

Owner notification would leave a tenant open to harassment. Inspectors should have the right to view a property in its "normal" condition rather than cleaned up and cosmetically repaired.

(TVP)

Additional Enforcement

Are there any other measures that could improve municipal property standards enforcement?

Tenants should be given the right to demand that municipalities make inspections of wiring and other safety features in deteriorating buildings. Under the present system, tenants are advised that the landlord must request inspections.

(Cooper)

Municipalities should be required to keep general statistics on their by-law enforcement records. These records should be periodically (and possibly publicly) compared with other regions so that all municipalities are kept accountable for their enforcement efforts or lack thereof.

(SDGLC)

The enforcement of property standards could be improved with adherence to a strict time limit.

(ERTAC)

Landlords should be informed of tenant-initiated inspections, but the confidentiality of the tenant(s) who requested the inspection must be maintained. There is no need to inform mortgage-holders of any actions taken against the landlord.

(CARP, WECARP)

Support owner notification for tenant-initiated inspection and also for tenant notification for owner-initiated inspection, so that the owner or tenant can fix the problem.

(CMHA, CMHP)

Tenants must inform landlords of any deficiencies they are experiencing and allow the landlord reasonable time to rectify the problem before the municipality is called in to inspect the property. Current rent control legislation recognizes the need for landlords to be advised of in-suite deficiencies and given the opportunity to rectify the problem before rent reductions are imposed.

(SPAR, UDI, Minto, Smar)

Landlords must be informed in writing of requests to maintain and proof must be shown of delivery before any order is issued.

(JCC, MDSA, OREA)

Property standard officers should require proof that a tenant has informed a landlord of a perceived violation before an inspection is carried out. The same proof should be required prior to proceeding with a rent reduction application.

(ORLA)

Tenants should provide property owners with notice of deficiencies to allow an adequate period for the situation to be rectified.

(JCC, HHBA)

Copies of all notices and orders should be sent to the tenants involved.

(WELSO, LCHIC, HMLCS, UTO-ER, RCLC, WRCLS)

This proposal will not be particularly helpful and has the potential to interfere with or delay the inspection process. A tenant must not be discouraged from requesting an inspection. The owner, however, must be advised prior to a work

A property standard system should be controlled by provincial legislation.

(WELSO, LCHIC, HMLCS UTO-ER, RCIC,
LAW, WRCLS, TVP, NLSLMH, AL)

A uniform provincial property standard with appropriate local inspection support
is essential.

(TAG, WSCLS, ELUCOC)

The province establishes property standards and municipalities are responsible for
enforcing them. However, the province should have the power to enforce a
property standard by-law if a municipality is unable to enforce it.

(ERTAC, UTO-NC)

If a municipality does not enforce its property standards by-laws, the province
should have the power of inspection for compliance. It should also be able to
publicize its action and the reason for it.

(CARP, WECARP, NLSLMH)

The mere existence of property standards does not ensure that residential premises
will be properly maintained. There must be consistent enforcement of these
standards across the province. If the province were to have the power to
investigate, even residents of less efficient municipalities could count on proper
maintenance.

(SDGLC)

Owner Notification

*Should there be a requirement that owners be notified in the event of a tenant-
initiated inspection, prior to a work order being issued or charges being laid, so
that owners have a chance to fix the problem?*

Yes, there should be such a requirement. The goal is to get the problem fixed, not
go on a witch-hunt.

(Thomson, Brownlee)

Owner notification will benefit relations between landlords and tenants.

(STPTA, LPMA, NH, CCOC)

Unorganized territories

The province will continue to have maintenance standards for rental buildings in unorganized territories and in municipalities without property standards by-laws. The province will continue to enforce these standards and will issue work orders directly, recovering costs from these municipalities.

The proposals do not state that the province will continue to have minimum provincial standards. Does this mean that as long as municipalities have a property standards by-law, regardless of its substance, the provincial government will not interfere?

(FCLS)

Municipalities and townships must have sufficient budgets allocated to by-law enforcement of property standards.

(MLC)

One wonders whether municipalities will be able to find the financial resources required to adequately deal with the expanded inspection responsibilities given to them through the government's tenant protection package. Municipalities need more resources.

(FCLS, STA, YRCSJ)

Allowing municipalities to add the costs of emergency repairs to the owner's tax bill is a good idea if it can be guaranteed that the tenant would not end up paying for it in a rent increase.

(FCLS)

OTHER ISSUES FOR DISCUSSION

Provincial Intervention

Should the province have the power to inspect for compliance with standards where a municipality has a property standards by-law, but does not enforce it?

The province must have the power to inspect for compliance with standards where municipalities have the appropriate by-laws but do not enforce them.

(ORTA)

By getting rid of OPRs, the province is abandoning its role in maintenance enforcement. Tenants need the province to be actively involved in ensuring that buildings are properly maintained.

(MTLS, WSCLS)

OPRs for all buildings should be issued immediately. Landlords should be told that they have two years to bring the buildings up to standard and that the OPRs will be reviewed at that time.

(ORTA)

The proposal to place property-standard enforcement entirely in the hands of municipalities is bad news. Since funding to municipalities has been reduced by the province, the inspection situation, already poor in many areas, can only get worse.

(JGATA, UTO-NC, SDSJC, HRCs, UCO, STTA)

Municipalities should be required to standardize their by-laws to provide the same kind of specificity and coverage that the provincial maintenance standard does. (For more detail on enforcement and prosecution of offences, please see the submission.)

(WSCLS)

Opposition is expressed to the removal of this potent weapon against inadequate maintenance.

(CFSO, TAG, Tabuns, Hall, McConnell, MT, Eglington 707/717, MLC, FCLS, WELSO, LCHIC, CLSNS, HCLS, UTO-ER, LWHTA, LCMTYR, STA, WSCLS, HMLCS, Hollingsworth, DCLS, LCHIC, UTO-ER, ETA, WRCLS, NLSLMH, SHACH, LSPC, LAW, Krall, ACLC, RCLC, Winniger, FOCTA, HHCHW, HACTA)

Concern is expressed regarding the elimination of the provincial role in property standards.

(MT)

Municipal Cost Recovery

A municipality's ability to recover costs will be improved. Currently, municipalities may experience difficulty in recovering from owners the costs of doing remedial work (e.g. emergency repairs) or of conducting inspections or properties. This change would make the recovery of the monies owed more certain by treating them as municipal taxes or allowing the municipality to place a priority lien on the property involved.

Permitting municipalities to recover the costs of remedial work as taxes is absolutely necessary. However, any additional requirements of inspectors and municipalities must be accompanied by the financial resources to increase staff. If the resources are not forthcoming, the process will fail due to backlog.

(VIP)

Orders Prohibiting Rent Increases

With the proposed changes, property standards officers will have a much greater ability to make sure standards are met and that penalties given to serious violators are both more significant and more immediate. The province will no longer duplicate municipal enforcement in this area and will no longer issue Orders Prohibiting Rent Increases (OPRIs), which are not compatible with the new tenant-protection system.

Support is expressed for the elimination of duplication of penalties and process for building deficiencies.

(GR)

We support the elimination of OPRIs.

(UDI, Minto)

The province should keep the minimum provincial property standards.

(WELSO, LCHIC, HMLCS, UTO-ER, CLSNS, RCCLC)

These orders have been the City of Toronto's most effective tool in gaining timely compliance from landlords for property standards violations. With their elimination, rents can be increased even when there are outstanding work orders on a building.

(Walker)

Fines are a preferred route as compared to rent reductions which reduce the income stream.

(JCC, CML)

We agree that in some instances it would be very appropriate to increase fines for deliberately negligent (usually, absent) landlords.

(SCCP)

Ensure that landlords who are found in non-compliance are fined and/or have necessary repairs added to the municipal taxes for the building. Moreover, prohibit these landlords from passing on these costs to tenants in the building involved, or any other properties they might own.

(ORTA)

Most of the rental properties in Ontario have fewer than 10 units. A \$25,000 fine would be catastrophic for a small owner. Property standard infractions are not always the landlord's fault.

(UC)

The fines proposed for a minor violation of a property standard committed by a tenant and unknown to the landlord is sheer stupidity.

(Smar)

Provincial Court Jurisdiction

Provincial courts will be given the power to issue prohibition orders. These orders can prohibit a landlord convicted of a property standards offence from repeating the offence. Non-compliance with orders can lead to additional fines or imprisonment. This will streamline enforcement by enabling municipalities to apply for a prohibition order at the same time that an individual or corporation is convicted.

Full rights of appeal to the courts must be assured.

(ODCL, Zarnett)

This proposal does not make sense.

(Smar)

Property standards officers must be cognizant that some “inadequate maintenance” may be due to the actions of tenants. Landlords should have recourse to compensation if a tenant does not take care of the unit.

(OREA, WECARP)

Property standards officers should have the same proposed powers and measures to deal with offending land lease tenants as they do to deal with landlords. It needs to be recognized that tenants have a responsibility to maintain their unit or building to appropriate property standards.

(UDI-RGI)

Fine Increases

Maximum fines will be increased. Maximums for individuals would be \$25,000 for a first offence and \$50,000 for subsequent offences. For corporations, these maximums would be \$50,000 for a first offence and \$100,000 for subsequent offences.

Without a requirement for stiff minimum fines, any penalty will just be another cost of doing business in Ontario.

(AQLC, HHCHW, HACTA, HHCHW)

To be effective, fines must be routinely imposed and significant in amount.

(LCHIC, UTO-ER, HMLCS, Armstrong, CLSNS)

We support maximum fines, but minimum fines are required as well.

(STA)

Increases in fines are only effective if enforced. We are unable to find any case law that shows that the current fines have been enforced to the maximum.

(ERTAC, HRCs, UCO)

Heavy fines on landlords found guilty of not meeting legal maintenance standards are supported.

(Hall, OCCSCO, McConnell, OWN, UCO, UTO-ER)

Empowering Property Standards Officers

Property standards officers will be given more powers, including the authority to have a property inspected by a qualified expert (e.g., a structural engineer) when an owner does not provide sufficient information.

There should be a mandatory requirement that each municipality have and duly enforce a minimum property standard.

(WELSO, LCHIC, HMLCS, UTO-ER, RCLC, HCLS)

Criteria for a property standards officer to commission an export report should be clarified. A report may be commissioned after conviction for an offence, or if a work order is outstanding for a specific period of time (12 months, after appeals have been exhausted).

(FRP, CMHP, JCC, RHSA, UDI, Minto, MPM)

If the landlord does not agree with the property standards officer's engineer's report, there should be recourse to an appeal level.

(JCC)

With municipal budget cuts it is unlikely that there will be adequate municipal resources for enforcement.

(CFSO, Eglington 707/717, HMLCS, MTL, GHSAC, DCLS, SHACH, WELSO, LCHIC, UTO-ER, TBDLC, KAN, SHGCP, RCLC, HHCHW, HACTA, Kral, LAW, SCTA, NLSLMH, ELUCOC, FOCTA, TBACHC, CLSNS)

Maintenance will only be improved if municipal councils are willing to devote more resources to inspection and enforcement. Dedicated funds should be offered to hire inspectors.

(FMTA, TAG, WSCLS, WELSO, LCHIC, UTO-ER, RCLC, ETA, WRCLS, HMLCS, LSFC, Johns)

By requiring the tenant to co-operate with the landlord in complying with by-laws, municipal property standards enforcement could assist landlords in enforcing standards of (in-suite) cleanliness.

(JCC)

substitute for the notice step. However, if there is any indication of tampering or malicious damage, a notice with reasonable time should still be issued.

(FRP, Minto, CMHP, JCC, RHSA, MPM)

The present process of notification should be retained.

(CML, Danzig, SPLA, HHHBA)

We strongly support the principle of landlord notification where a tenant has initiated inspections relative to property standard violation. It will allow the landlord the opportunity to correct the problem.

(UDI-RGI)

Informal warnings should not be allowed. They could lead to pressure on inspectors to make selective application of the standards.

(VIP)

Notice Requirements

Notice requirements placed on property standards officers will be streamlined. Officers could decide who, in addition to the owner, should receive a work order. For example, it may not be necessary to notify a mortgage holder in a case involving unkept grass. Currently, anyone who is registered on title must be notified.

A copy of any notice, report, or order should also be served on all affected tenants.

(WELSO, LCHIC, HMLCS, UTO-ER, RCLC)

Property owners must be given proper notice in writing of maintenance requirements and deficiencies.

(JCC, MDSA, WECARP)

There should be notification of the community owner as well as the individual home owner in mobile home parks.

(OMHA, HHHBA)

Basement suites should be included in the regulatory framework to ensure that they are safe and well-maintained.

(CFSO)

No work orders should be issued until tenants can demonstrate they have requested repairs from their landlords.

(ODCL)

If the government's intent was to speed up the compliance process and ensure that health and safety matters were promptly addressed, I do not believe that this goal has been achieved by either issuing tickets or laying charges. Both can be appealed and cause further delays in resolving the problem.

(SPAR)

Notice of Violation Eliminated

The requirement that a notice of violation be issued prior to a work order will be removed. Removing this step would allow work orders to be issued requiring that a property be repaired as soon as a problem is identified. An informal warning could still be given prior to issuing a work order.

There should be no reason to notify the landlord if tenants initiate an inspection and a work order must be issued and/or charges laid. If the tenant had to initiate the inspection, the landlord has likely already been advised and done nothing. That is why the tenant had to call for the inspection in the first place.

(ORTA)

When an in-suite deficiency is reported by a tenant causing a notice of violation to be issued, a copy of the notice should be given to both landlord and tenant and a determination be made as to who was responsible and which party is to rectify the violation. If the property standards officer is unable to make such a determination then the landlord will be given the responsibility of clearing the notice of violation. However, such notices shall clearly state that no determination as to responsibility has been made.

(UDI, Minto)

If a notice of violation is to become an optional stage in the property standards enforcement process, there must be clear criteria under which this option may be exercised. For example, there should be proof from a tenant that a landlord has received written notice. Sufficient time to remedy a problem may be an acceptable

There can be no equity under the law unless property standard officers are also given authority to enforce the same proposed powers and measures against offending tenants.

(UDI, Minto)

The proposal to make a property standard violation an offence should be extended to all real estate.

(Smar)

Notice to a landlord and an opportunity to do the work should be preconditions to charging. Maintaining maximum legal rent (MLR) and a more generous limit on increases for capital expenditures solve the problem by making the situation bankable. If the work needs to be done, it needs to be paid for and enhances the value to the tenant of the accommodation.

(BLHL)

There should not be any penalty unless a landlord has received a work order and failed to comply.

(EOLO, UC)

In the interests of promoting good maintenance, property owners must be given proper notice in writing of maintenance requirements and adequate opportunity to rectify the situation. Government policy should recognize the importance of communication between tenants, landlords and property standards officers. If there is a need to expedite the property standards enforcement process, do so by foregoing the notice of violation stage, where warranted.

(FRP, CMHP, RHSA, UDI, Minto, MPM)

Since property owners are responsible for in-suite standards, the legislation must also provide landlords with the statutory right to inspect units with 24 hours notice in order to be aware of and able to address potential problems.

(FRP, CMHP, RHSA, UDI, Minto, MPM)

Making a violation of a property standard an immediate offence flies in the face of natural justice.

(Miller)

The proposed changes do not promote communication and goodwill between landlords, tenants and governments.

(KDI)

The proposals do not contain any incentives for landlords to complete the required maintenance on their buildings. We believe that local property standard officers, if they were consulted, would say that the current system is operating satisfactorily.

(RGC)

It is to be hoped that new legislation will contain maintenance enforcement mechanisms similar to those presently found in section 94 of the LTA and section 25 of the RCA. (See the brief for further details.)

(CLCNS)

The following changes, stipulated in the Consultation Paper, will help property standards officers enforce proper maintenance of all buildings.

Property Standard Violations

The violation of a property standard will be made an offence. Currently, owners cannot be charged simply for violating a property standard, only for refusing to comply with a work order. This change would mean that owners of sub-standard properties could be charged or ticketed on the spot. Officers will now be able to obtain a search warrant where entry into a dwelling is refused but there is reason to believe sub-standard conditions exist. Currently, warrants can only be issued to investigate non-compliance with a work order.

We fully support the changes making violations of property standards an offence and expanding search warrant powers.

(VIP, AL)

Making the violation of property standards an offence is not sufficient if property standards officers are not required to lay charges or, more importantly, they may lack the resources and funds to do so.

(KALC)

MAINTENANCE

The proposed changes found on page 4 of the discussion paper should be enforced by the municipality, not the province.

(ERTAC)

No mention is made of who will pay if an investigation does not uncover a violation.

(HPTA)

Full redress should be available to tenants for breach of a landlord's obligation to maintain and repair premises.

(WELSO, LCHIC, HMLCS, UTO-ER, RCIC)

We urge the Ministry of Municipal Affairs and Housing to do three things: first, make tenant fire safety a key component of new tenant protection legislation; second, impose a duty on landlords within the new tenant legislation to meet the requirements of the *Fire Code*; and, third, impose more stringent penalties on *Fire Code* violators through new tenant legislation.

(GSHL)

Costs for repairs and maintenance required by law should not be passed on to tenants.

(QSPC)

The current maintenance enforcement system is flawed because it does not distinguish with respect to the severity of a problem. The problem is that most municipal property standard bylaws are written in absolutes. Without a test of severity in the proposed changes, all deficiencies will be made offences.

(CCP)

The proposed legislative changes will not encourage landlords to keep up their properties. Other mechanisms should be put in place.

(Haddad)

There should not be an eligibility test for capital expenditures.

(CARP, ODLC, EOLO, UC)

Landlords should be accountable for the 2% capital expenditure allowance before they can apply for the above-guideline increase in capital expenditures.

(WELSO, UTO-ER, LCHIC, HMLCS, RCCLC)

Allowances for capital expenditures should only be available for expenditures for renovations which are considered necessary for general maintenance. Improvements which are not necessary should not be subsidized unless a majority of tenants want to agree to an increase to cover their installation.

(SDGLC)

Reductions for Cause Calculations

How should reductions for inadequate maintenance and withdrawal of services be calculated? What should the time limitations be?

Reductions for inadequate maintenance and withdrawal of services should be based on the length of time between the documented complaint by the tenant to the landlord (or the Ministry of Housing or its representative) and compliance by the landlord, if merited.

(CARP, WECARP)

Rebates and abatement for rent should be retroactive through the entire period of the problem.

(WELSO, UTO-ER, LCHIC, HMLCS, RCCLC)

Extraordinary Operating Cost Calculations

How should extraordinary operating cost increases and decreases be calculated?

Extraordinary operating cost increases and decreases should be calculated in the same way they are now, except that they should not be capped.

(EOLO, UC)

OTHER ISSUES FOR DISCUSSION

(BLHL, TBHBA)

Maximum legal rent (MLR) ought to be preserved. At one time the government accepted that rent as proper - and necessary to cover costs. Techniques such as “discounts” from MLR should be accommodated.

(UDI, Minto)

Where maximum rent cannot be easily established, section 10 and the relevant regulations under the *Rent Control Act* provide a method for determining maximum rents and should be adopted with necessary modifications.

Capital Allowance Calculations

How should the allowance for capital expenditures be calculated.

This allowance should be calculated at the landlord's cost of borrowing amortized over the useful life of the improvement added to the guideline increase.

(ODCL)

The allowance should be based on the amortized cost of each item over its useful life, as is the case now. The amortization periods must be realistic. The interest rate used must reflect the cost of borrowing: the five year mortgage rate plus 2%.

(EOLO, UC)

We hope that the criteria for the allowance of capital expenditures include the present disallowance of costs related to a landlord's ongoing failure to repair and the need for the expenditure in relation to the integrity of the building.

(DCLS)

Capital Expenditure Eligibility Test

Should there be an eligibility test for capital expenditures?

There should be an eligibility test and a fair formula for the allowance of these expenditures. (See the UTO-NC brief for an itemized list of points to be included in a new rental system.)

(UTO-NC, FCLS, TVP)

The system of legal maximum rents should be retained. The onus should be on the landlord to prove maximum rent without the rent registry.

(RSM, Fuerth, Danzig, SPLA, LHBA, GHVD, OMHA, LPMA, OOP, Brownlee, KDL)

The concept of maximum rent should be maintained to allow landlords in high vacancy areas the opportunity, some time in the future, to catch up on previous rent increases not taken.

(EML, Miller, NG, LHBA, LPMA, EOLO, Dickie, UC)

Maximum rents should be continued if rent controls are to continue. A great deal of money was put into the creation of the Rent Registry. The information it collects is easily updated in areas outside of Toronto.

(AON)

The concept of legal maximum rent should be maintained. The Rent Registry should be discontinued and copies of the last registry notice mailed to landlords. From that point onward, the onus will be on the landlord to prove the legal rent to which he is entitled based on the previous highest legal rent from an Order or Rent Registry notice for the unit, plus the annual allowable guideline increases. When the rent charged exceeds the legal maximum rent, the higher rent becomes the new maximum.

(FRP, CMHP, UDI, Minto, RHSA, MPM, HHHBA)

When a unit is turned over to a new tenant, the maximum rent should be the higher of the rent paid by new tenant or the previous maximum rent.

(LPMA)

The maximum rent concept is more acceptable than the decontrol proposal.

(RGC)

The proposed decontrol without legal maximum rent is worse than the present legislation.

(UC)

Maximum rents should be retained and continue to increase by the guideline. The Rent Registry would not be needed.

(ODCL)

The Rent Registry should not be eliminated. It should fall under municipal jurisdiction.

(ERTAC)

The Rent Registry should send a note to all tenants informing them of what their legal rent is.

(BACW)

The existing Rent Registry under the *Rent Control Act, 1992* should be continued. If the Rent Registry is discontinued, it must be replaced by a new registry of care homes which permits fire department officials and others to identify care homes.

(ACE, WSCLS)

The Rent Registry should be retained, along with annual increases of up to 10%.

(SPLA)

The Rent Registry has been ineffective since its creation and we support its termination.

(EGRR, Porter)

A rental ombudsman could be a replacement for the Rent Registry.

(AON)

Elimination of the Rent Registry and maximum legal rents will effectively cap the units held below market value at their new rental amount.

(MPM)

We support a cap on increases in maximum rents.

(RYGTA)

We support elimination of maximum legal rent.

(FOCTA)

Without the Registry, it will be much more difficult to monitor the activities of landlords and the impact of future legislation on renters. If it were to remain open, tenants and housing activists would know if rent increases resulting from these proposed changes were within the estimated 10%.

(TBES, SCTA)

If the Rent Registry is eliminated, will a tenant's right to make an application regarding illegal rent increases and illegal charges have any value? Saving taxpayers' money is a very shallow justification for this proposal.

(STPTA)

The elimination of the Rent Registry would be a tremendous loss to landlords and tenants alike. The proposed changes imply rents in a three-tiered system. Without the Registry, how will a tenant know in what category a unit belongs?

(DCLS)

The Rent Registry should continue to be available to all tenants.

(NTTN, HPTA, CARP, TAG, HHC, MTL, FCL, JST, STA, WSCS, WELSO, UTO-ER, LCHIC, Hollingsworth, RYGTA, RCLC, ORTA, Kraill, LAW, WECARP, HMLCS, BPWCO, HACTA, TVO, UCO)

The Rent Registry should be retained. It provides a new tenant with information about the history of their unit and protects against discrimination.

(Cullen, AL, HMLCS, HCLS, HHCHW)

Considerable time, money and resources were used to establish the Rent Registry. It is an effective accountability measure. If tenants are expected to prove they have sufficient income to pay the rent, why should landlords object to proving their established rents are fair?

(VIP)

Oppose this measure since the Rent Registry provides information on maximum legal rent.

(Adamson, Dave, FMTA, Hall, Tabuns, Gardner, OCSO, McConnell, Seiler, MNSJ, WELSO, UTO-ER, LCHIC, LWHTA, BADC, LCMTYR, TBDLC, WSCS, ORMA, RCLC, CTC, OSG, WRCL, ETA, NLSLMH, Mathysen, Armstrong, Winninger, HMLCS, WRCL, WAWG, SHACH)

When a landlord applies for an above-guideline increase, there should be an accounting of the use of the guideline component for capital improvements.

(DCLS)

Negotiated rents should not be restricted. A "cooling off" period should be permitted.

(ODCL, MDSA, LPMA)

These increases should not be permitted for cosmetic improvements or for any other reason.

(WELSO, UTO-ER, LCHIC, HMLCS, RCLC)

It is unclear whether this proposal is limited to those situations involving a capital improvement. This uncertainty increases incentives for the harassment of tenants.

(SCLC)

Consideration should be given to a procedure for tenants to immediately pay an above-guideline increase with the requested increase being held in a trust account or in trust by the Ministry.

(UC)

If you are going to bring in such a provision, why not just lift the rent review program and let the market rents follow through? We do not support arbitrarily negotiating a change in rent, as it may be unfair to the new tenant who does not want to voluntarily agree to pay for capital improvements.

(AON)

Rent Registry Elimination

The Rent Registry will be eliminated and maximum rent will no longer be calculated, simplifying administration and saving taxpayers money. Maximum rents will be frozen. Landlord's rights to raise rents to the maximum will be removed when the unit first becomes vacant.

This measure to reduce administrative burden on landlords is supported.

(OREA)

Negotiating Above-Guideline Increases

Landlords and tenants will be able to negotiate above-guideline increases up to the level of the cap; for example, if the tenant volunteers to pay for a capital improvement or a new service.

Support is expressed for this provision. The negotiated rent should form the basis of a new maximum rent.

(BCRAO, LHBA, NH, PMRC, PDLA)

Above-guideline increases should be possible on the basis of comparable rents within a building and externally.

(HHHBA)

The voluntary nature of any agreements entered into by tenants to pay for a capital improvement or a new service must be put in writing to ensure no undue harassment or pressure has been put on the tenant.

(CARP, WECARP, HCLS)

There should be a provision to deal with shoddy workmanship on such negotiated capital improvements. How will renovation vs. needed repair be defined?

(UTO, WSCLS)

Tenants will continue paying for repairs after repairs and interest payments are paid off.

(FMTA, OCSCO, WELSO, UTO-ER, LCHIC, HMLCS, RCLC, WSCLS)

We believe that some tenants will be forced to accept additional services. It is crucial that an adequate and accessible appeal system be put in place.

(AL)

This provision is overly generous for the landlord. Landlords and tenants do not have equal power.

(CFSSO, OCSCO, WELSO, UTO-ER, LCHIC, RCLC, BPWCO, LAW, CAWCDDG, ETA, Taylor, WRHC, TETA, NLSLMH, HMLCS, ELUCOC, Werner, TVP)

Landlord Operating Cost Information

Landlords include operating cost information with subsequent notices of rent increase after an above-guideline increase has been approved.

Landlords should include operating cost information with subsequent notices of rent increase after an above-guideline increase has been approved.

(ERTAC, CARP, ETA, WELSO, UTO-ER, LCHIC, TVP, HMLCS, RCLC)

This proposal is supported.

(OREA)

Reasons

Decision-makers supply a written explanation of reasons for every rent-control decision issued; they will now be supplied only on request.

The decision, with reasons, should be sent out with the order in the first place.

(WELSO, UTO-ER, LCHIC, HMLCS, WECARP, WRCLS)

A written explanation of the reasons for a rent control decision should be supplied on request, at no charge.

(ERTAC)

Decision-makers must continue to supply a written explanation for every rent control decision increase issued.

(CARP, WELSO, UTO-ER, LCHIC, HMLCS, RCLC, KAN, LAW, CLSNS)

There is concern that written reasons will only be supplied on request.

(FMTA, WSCLS)

To simplify administration, the ministry will no longer require that:

Costs No Longer Borne

Costs no longer borne be calculated for capital expenditures

The Ministry should no longer require that costs no longer borne be calculated for capital expenditures, that landlords include operating costs statements with notices of rent increase following an above-guideline increase or that written reasons be produced, unless requested by either party.

(FRP, CMHP, RHSA, UDI, Minto, OREA, MPM)

Past capital expenditure increases should be monitored to ensure that rent will decrease at the end of the life of the asset.

(Short)

Landlords should continue to include costs no longer borne in calculations for capital expenditures in claims to increase the rents of sitting tenants.

(CARP, SCTA, WECARP, HMLCS, WELSO, UTO-ER, LCHIC, WRCL, DCLS)

This proposal is opposed since it would allow landlords to continue to charge tenants or mobile home park residents for capital repairs, even after costs have been recovered.

(Tabuns, ERTAC, WELSO, UTO-ER, LCHIC, LCMTYR, RCLC, Krall, OSG, NLSLMH, TETA, HMLCS, Wimmer, HACTA)

This provision should be retained.

(Hall, McConnell, Ivey, Cullen)

This is a bonus for landlords.

(FCLS)

Tenants will be worse off under this proposal. Under the present *Rent Control Act*, once a capital repair has been paid for through a rent increase, it comes out of the rent. Under the proposed changes, tenants will keep paying for the repair through a continual increase in rent.

(JGATA, SHACH)

under rent control. Developers/landlords are not going to believe it when government says they're not going to be under rent control in the future.

(PDLA)

We support the proposal that new construction not be subject to rent control guidelines. However, it needs to be clarified that any site, not previously leased, is to be treated as new construction. This is based on the fact that land lease communities, unlike apartments, are not all developed, leased or even feasible at the same point in time. Similarly, the previously leased site that now has a new home located on it should also be exempt from rent guidelines when re-leased.

(UDI-RGI)

It is necessary for the government to sign individual contracts with new potential private rental investors to provide for long term investment security, i.e. freedom from future rent control.

(MTABA)

Residential intensification in older mobile home parks is a viable alternative.

(OMHA, HHBA)

Simplifying Rent Regulation

The proposed simplification is welcomed. The present legislation is almost unintelligible. It has been good business for consultants, lawyers and legal aid clinics.

(UC)

The simplification process outlined in the discussion paper will make tenants vulnerable to higher capital cost increases, restricted freedom of information and a lack of mandatory explanations for rent control decisions.

(HPTA)

The goal of simplifying administration should not override the right of fairness or the right of tenants to know why their rents have increased.

(CARP)

The removal of rent controls on apartments changing occupancy will have little effect on rent levels in Sault Ste. Marie or Peterborough. Competitive forces will, in most cases, keep rents from escalating.

(EML, PDLA)

Clarification is required to establish the point at which a shared unit is considered vacant.

(CFSO, TBACAC)

New Construction

Rent guidelines will not apply to new construction.

This proposal is a mistake. It will serve as an incentive for developers to demolish and then rebuild.

(STPTA)

The proposal to remove new construction from rent guidelines will result in less affordable housing being built. Developers will concentrate on building high-cost rental units. A poor person's chance to live in a modern, safe building will be lessened.

(TBCAP)

Strong support is expressed for the exemption of new units from rent control in perpetuity; a mechanism to bind future governments to this agreement will be necessary.

(OREA)

The proposal is supported.

(Armstrong)

The removal of rent control provisions for newly constructed units will be helpful to our industry, but it will not provide the certainty that controls will not be established at a later date. This is required for investors.

(TBHBA)

While rent controls not applicable to new construction was part of the original rent control system, a subsequent government brought those post-1976 buildings

Vacancy decontrol will provide a financial incentive for landlords to push tenants out of their homes.

(Werner, WRCLS, Life Spin, MacLissac, NLSLMH, LSPC, ETA, UTO, FMTA, OCSCO, Dave, WELSO, UTO-ER, LCHIC, TCRC, TMCA, MT, Eglington 707/717, WSCLS, LWHTA, EYTA, Parker, PCLS, BADC, Hulchanski, LCMTRYR, TAG, TATC, KAN, TV, RCCLC, Krall, Leach, LAW, HMLCS, SCTA, WWTIC, CAWCDCG, WEBLC, SOAR)

Free market rents will mean disaster for tenants of Ontario.

(MTLS, RYGTA)

Vacancy decontrol will create greater disparities in the rent charged for similarly-sized units. This will erect barriers to cooperation.

(HMLCS)

Vacancy decontrol will end rent control in Ontario one unit at a time.

(CFSSO, FMTA, MNSJ, RPTA, WSCLS, MacLissac, HACTA)

Rent control should be consistently applied to both occupied and vacant units.

(Hall, OCSCO, McConnell, Seiler, Sheridan, Petti, White, McPherson, Nichols, Johnston, NTDN, Casey, Strydonck, Telfer, QSPC, ACE, RCCLC, WSCLS, Banville, Hollingsworth, Ballosingh, OSG)

This provision will unfairly impact the majority of post-secondary student renters, low income renters, and other transient groups, and provide an impetus for harassment.

(OFSO, TCRC, FCLS, ONDY, Lyons, WPIRG, WRCLS)

Under "vacancy decontrol", landlords will be free to discontinue services which were previously included in the rent.

(MNSJ)

Rent increases should be fixed for 5 years; when a new tenant moves in the rent could increase.

(EYNDPRA)

Metropolitan Area (CMA) where the vacancy rate exceeds 3% should be in a position to have vacant units become permanently decontrolled.

(RGC, EOLO, UC)

As an alternative to decontrol at the time of tenancy change, a landlord in a mobile home park/land lease community could negotiate a new tenancy agreement.

(OMHA, HHHBA)

We believe that Ontario must move from this “phased decontrol” system to complete removal of rent controls.

(OHBA, TBHBA, SHBA, PDHBA, WRAMA, Smar)

Decontrol all units with rents in excess of a determined amount, for example \$850 a month. People who can pay this amount should not expect government intervention.

(UC)

If the government will not remove rent control entirely, then true vacancy decontrol would be the next best thing for landlords, taxpayers and tenants.

(Dickie, UC, Robbins)

When an apartment is vacated, it should remain uncontrolled. If there are abuses, there should be mechanisms to deal with them.

(HDAA)

Allow vacant units to rise to a market rent and remain uncontrolled. This would eventually provide a way out of what was a very predictable disastrous situation that we are in today.

(AH, MTABA)

This provision will pressure tenants, particularly low income tenants, to stay in their current units.

(Adamson, Tabuns, Hall, WELSO, UTO-ER, LCHIC, RCIC, TAG, UTO, McConnell, WSCL, ACLC, SCTA, STTA, HMLCS, AL, HCL)

If rent control is removed, set a limit for rent increases based on the square footage of units.

(Davies)

We do not support vacancy decontrol because rent controls will be effectively removed from what little affordable housing there is within the area of the Eglinton riding. Finding decent, affordable housing in the area is a problem now.

(ERTAC)

There must be a cap on annual rent increases which will result in administrative efficacy for landlords. If they are not in force, there is a very real fear that landlords will create "ghettos of exclusion". Rent could fluctuate depending on who is requesting the apartment.

(NTTN)

Ceilings should be placed on the percentage increase in rents charged to tenants moving into new units.

(Cooper)

An annual rent increase cap of 6% over five years might serve as a ceiling on the rent charged to tenants moving into new units.

(Danzig)

'Vacancy decontrol' means that when a rental unit is vacated, the incoming tenant must negotiate the amount of the new rent. Although the proposed rules state that rent control will then be reinstituted, release of the unit will permit the landlord to jack up the rent once again.

(JGATA)

Rents must be controlled for units rather than tenancies.

(WELSO, UTO-ER, LCHIC, HMLCS, RCLC)

Any new legislation should allow for total decontrol of units upon vacancy or contain more favourable rules dealing with discounted rents. Landlords and tenants should negotiate and structure agreements that will determine rent, annual increases, and usage charges such as parking and air conditioners.

(APE)

Ideally, once a unit becomes vacant it should become decontrolled. As an alternative, beginning with the October 1995 CMHC Rental Survey, any Census

Individuals who are stigmatized and clearly in a vulnerable position, have no power to 'negotiate'. If this change becomes effective, people living with HIV/AIDS (PHAs) and others with disabilities will be paying 3/4 of their monthly incomes on rent. This will leave a mere 1/4 to purchase needed medications and otherwise survive.

(ACW)

Seniors and the disabled will be hard hit by vacancy decontrol.

(SCCP)

We recommend that the government re-examine the proposal to decontrol rents when a tenant vacates a unit, in light of the negative impact which this will have on some of the most vulnerable people in our community. Moreover, the government should reinstate funding for the Housing Resource Centre, in light of the economic and social cost of closing that centre.

(PSPC)

These changes will result in unjustified and exorbitant increases in rent.

(Haddad, TBACHC)

If rent controls are removed, there is no doubt that there will be upward pressure on rents. An increase in the overall level of homelessness is a very real possibility.

(Walker, YRCSJ, UTO, WSCLS, WELIFT, BPWCO, SHCGP, HACTA, HCLS, BACW)

Rents will not go "through the roof." Only a few "chronically depressed" units may be subject to higher increases.

(MDSA)

Why would any company build rental housing only to be controlled again?

(RP, AON, LHBA, HDAA)

The provision for maximum rent on the turnover of a rental unit should be retained.

(CHVD)

The new legislation should allow landlords and tenants to freely negotiate increased rents to cover improvements desired by the tenant. Currently, even if a tenant wants an improvement and is prepared to pay the increased cost of it, the landlord cannot legally agree.

(AH)

This provision is only applicable to Toronto, which has a vacancy rate of less than one percent. It does not really apply to the towns and cities outside of Toronto, where market forces such as low purchase prices for homes, keep rents in check. In the outlying areas beyond the City of Toronto, a rental ombudsman would be the answer to any exorbitant rent changes.

(AON)

Rent control protects those on fixed and low incomes from rent increases and harassment. When removed, who will pick up the difference in rental costs that these people will incur if they have to move?

(Kimball)

There is concern about how the housing needs of those who are most vulnerable will be affected by "vacancy decontrol" (e.g. increased rent, greater risk, fear of moving).

(HATB, CMHA-TB, TBCAP, TBDLC, SHACH, HMLCS, TBACHC, TBES, Davey, Curry, PUSH-NWO, STA, WAWG, Lee, SOAR, AL, ACLC, Schlichter, Winninger, PUSH-L, LSPC, HF, HACTA, YWCAP, PCLC)

The removal of rent control will open the door to landlords who wish to exclude certain classes of people (aboriginal people, the disabled, students, transient groups, or single mothers) who will be involved in a bidding war for vacant units as they become available. These tenants will also have less money to spend on other goods and services.

(KALC, FCLS, ACLC, AL, TBACHC, YWCAP)

Most psychiatric survivors are transient and move frequently. They also face bouts of hospitalization. With the proposed changes, they will be faced with having to either continue paying rent (even while unable to live in the apartment due to being hospitalized), or, give it up and risk not being able to afford another unit. Most people cannot afford to continue paying rent while hospitalized and are already living on extremely restrictive budgets. They will then be faced with having to choose to go for treatment or keep their home.

(SCPS, PACE)

This proposal is supported as it relates to mobile home parks and land lease communities.

(OMHA, HHHBA)

We support the proposed changes to rent control as they are improvements to the current system. Rent controls are completely unnecessary, ineffective and inappropriate in the residential care sector.

(Porter)

The current rent control legislation should be retained.

(FCLS, CSTR, WSCLS, JSTA, STA, Trepanier, Martenisor, Walsh, ORTA, BPWCO, Holmes, SOAR, HHCHW, Procter, Zwickler)

We recommend that rent control not be lifted, but if the legislation is amended, protections for low income tenants should be maintained.

(DCLS)

Vulnerable tenants may not be in a position to negotiate a fair monthly rent with a new landlord.

(OKC, WEBLC, YWCAP, WAWG, TVP)

People applying for apartments rarely have the option of negotiating the rent with a landlord or rental agent. One either accepts the landlord's rent figure and makes an application, or one moves on. This is the situation where a landlord has many applicants for a single unit. If the public lacks negotiating power in a tight housing market, rent control at least keeps the housing costs affordable for most.

(Bobier, MLC, RRDLC, SCLC, ACLC, FOCTA, HACTA, HMLCS)

Prohibitions against parties contracting out of the legislation should be maintained.

(DCLS)

Landlords and sitting tenants should be able to negotiate increases of any amount acceptable to both of them. There should be a 72-hour cancellation period for reconsideration by the tenant.

(FRP, CMHP, RHSA, UDI, Minto, MPM)

exempt such damages from inclusion in income and assets for the calculation of social assistance benefits. (Consult the brief for further details.)

(SCLC)

Illegal Increases/Charges

Tenants will continue to be able to make applications regarding illegal rent increases and illegal charges.

Fines, rebates, and punitive damages should be mandated for landlords who persist in charging illegal rents.

(WELSO, UTO-ER, LCHIC, HMLCS, RCLC, MLC)

Stiff penalties should be introduced to discourage illegal fee practices. A tenant should be able to sue for 10 times the amount of the illegal fee.

(FOCTA)

If the Rent Registry is scrapped, how will tenants be able to prove illegal rent increases and charges?

(HPTA)

The illegal charges section of the new act should clarify that landlords have the right to charge refundable deposits for keys, magnetic access cards, door openers and other security devices.

(FRP, CMHP, RHSA, UDI, Minto, MPM)

Matters involving illegal charges should be heard by a rental ombudsman. Such applications should never be allowed to come forward without clear justification.

(AON)

New Base Rent

When a unit is vacated, the landlord will negotiate the incoming tenant's rent without regulatory restriction. Rent guidelines will once again apply when the unit is re-rented to a new tenant.

This measure will rebalance the regulatory environment for rental housing.

(OREA)

Disputes related to rent abatement should be handled by a rental ombudsman.

(AON)

Any reduction in rent based on inadequate maintenance or the withdrawal of services should be calculated as an actual cost, not a "value". Value is somewhat discretionary, whereas actual cost is finite and easy to calculate.

(UDI-RGI)

It must be made clear that when a unilateral reduction of a service or facility occurs, the rent reduction must equal the cost that the landlord will no longer incur by reducing or withdrawing the service or facility, not some abstract concept of perceived value.

(EOLU, UC)

Contractual remedies of abatement of rent and damages must be available to tenants for landlord breach of covenant or statutory obligation.

(MLC)

Rebates and abatement of rent should be retroactive through the entire period the problem has existed for the tenant.

(MLC, WELSO, UTO-ER, LCHIC, HMLCS, RCLC, WRCLS)

Reductions for inadequate maintenance and withdrawal of services should be calculated on a contractual basis as is the practice in the courts. When it is done under the current policy, such awards are comparatively reduced and seldom reflect appropriate compensation for the state of disrepair/reduction of services.

(FCLS)

The landlord should be contacted to determine whether the abatement application has merit.

(Danzig)

This proposal is welcome, but it may not provide adequate compensation for tenants. We propose that a tenant be allowed to apply to recover, in addition to any rent reduction, any expense incurred in moving away from the unit. They should also be allowed to claim for damages for the emotional harm caused by the harassment and compensatory damages for the disruption that occurs in their life. Provision should also be made in the appropriate social assistance legislation to

This right should be preserved with tenants filing claims in Small Claims Court. There should be an application fee, with refund if the application is found to be of merit.

(Danzig)

The RCA's unclear standard of "inadequate maintenance" in section 23 should be replaced with the LTA section 94 obligation to maintain the premises "in a good state of repair and fit for habitation" which has been well defined in case law.

(FRP, CMHP, RHSA, UDI, Minto, MPM)

Applications for rent reductions should be required to be filed and heard in separate actions from any application for a rent increase. Reasonable filing fees for both types of applications should be charged as a protection against frivolous actions. Adjudicators should have the power to rebate filing fees where the complaint is justified.

(FRP, CMHP, RHSA, UDI, Minto, MPM)

In the case of inadequate maintenance applications, only conditional abatements should be possible. The rent penalty should be removed once the problem is rectified. Permanent reductions should only apply for permanent withdrawal of service or a tax decrease.

(HHBA)

Applications for rent reductions based on extraordinary operating cost decreases should be limited to municipal taxes.

(FRP, CMHP, RHSA, UDI, Minto, MPM, Andrade)

Rent reduction applications should be limited to property tax decreases and withdrawal of service.

(ODCL)

Permanent rent abatements/adjustments should be discontinued when deficiencies have been corrected.

(NH)

We strongly object to the retaining of this provision.

(ODCL, GR, AON)

Rent Reduction/Abatement

The right of tenants to make a rent reduction (or abatement) application at any time will be preserved. The grounds for decreases will be inadequate maintenance, reduced or withdrawn services and operating cost decreases for municipal taxes.

Make applications for rent abatement as uncomplicated as possible. Make rent abatement available on an individual as well as a property-wide basis (i.e. all the units in the building(s)).

(ORTA)

The provincial government should continue to assist tenants with repair issues by prohibiting rent increases and ordering rent abatements.

(KALC)

Frivolous applications should be screened out, and cost sanctions imposed following a “pre-trial” where the evidence is shown to the tenant.

(BLHL)

In the case of mobile home parks, rent reductions should be based on the actual cost of service not provided.

(OMHA, HHHBA)

There is concern regarding the definition of “adequate maintenance.”

(OREA)

Proven harassment and reduced “extraordinary operating costs” should be added to a tenant’s grounds for rent reduction/abatement.

(CARP)

With the merger of the RCA and LTA into one act, all applications for redress, reduction or withdrawal of service and maintenance problems, should be covered under a rent abatement provision incorporating the language of section 94 of the LTA, with the ability for the rent to be restored on correction of the problem.

(FRP, CMHP, RHSA, UDI, Minto, MPM)

There is concern that increases factoring in “extraordinary operating costs” will not be capped, especially after rents have been allowed to float. This could lead to excessively unfair rent increases.

(CARP, FCLS)

Passing on increases in costs related to utilities removes an incentive for landlords to practice energy and water efficiencies, a responsibility which should be shared with tenants. A more equitable solution to passing on increases in property taxes would be to place residential rental units on the same assessment and property tax footing as homeowner residential units.

(Cullen)

The actual costs involved, as agreed to by the approval agency, should be amortized and added on to tenant rents.

(UDI-RGI)

This provision is overly generous for the landlord.

(CFSO, EYNDRPRA, MNSJ, LAW, WECARP)

Tenants will no longer be able to share in the benefits of decreased utility costs.

(FMTA, Tabuns, WSCLS)

A cap on extraordinary operating costs should be included in the capital expenditure cap.

(WELSO, UTO-ER, LCHIC, RCLC, HMLCS, WRCLS, NLSLMH)

There should be provision for a rent reduction application for a reduction in costs of heat, hydro or water; decreases in municipal taxes; inadequate maintenance; and reduced or withdrawn services.

(OCCSCO, EYNDRPRA, WELSO, UTO-ER, LCHIC, HMLCS, RCLC, Kraill)

Tenant rent reduction applications for extraordinary decreases in municipal taxes should be preserved.

(Danzig)

The cap should not be different in mobile home land-lease communities, nor should it vary because of the reason for the expenditure. To do so would be to discriminate against some of the most vulnerable tenants in the province.

(MLC)

Extraordinary Operating Costs

Rent increases related to extraordinary operating costs will not be capped (i.e. taxes and utilities). Landlords have little or no control over these costs and the resulting rent increases tend to be very low.

We support the proposal that extraordinary costs over and above what is defined in the yearly guideline increase be passed through to the tenant, provided these costs are capped.

(ERTAC)

We support provisions that will allow the actual costs of operating and maintaining buildings to be covered.

(BCRAO, Andrade)

The government's policy of downloading onto municipalities makes property tax hikes inevitable. Allowing landlords this latitude will ensure that, yet again, low income people will carry an unfair share of the province's financial difficulties.

(TBCAP)

There should continue to be caps on these increases particularly because of the new municipal powers under the *Savings and Restructuring Act, 1996*, to charge user fees.

(MTLS)

Extraordinary cost should be defined.

(ORMA, WPIRG)

Uncontrollable costs (e.g. water testing) in mobile home parks/land lease communities should be passed through to tenants.

(OMHA, DAMPA, HHHBA)

It is essential that you allow for a complete pass-through of any code-required capital cost work, e.g. fire retrofit. Rents should be allowed to be increased to fully cover the cost of borrowing the funds required for the length of time required to amortize the improvement. This is what the banks require to lend funds.

(AH)

Capital expenditures should be extended beyond the two-year phase-in. Work ordered against a building should be exempt from any type of cap.

(HHBA)

The allowed increase is inadequate in view of both the costs and the need to do more than just one or two elements of rehabilitation at one time.

(BLHL)

We do not support the proposed 4% cap on capital expenditure increases. We do support the concept of a capital reserve fund. It would be used to pay for capital expenditures on a building. Each building would have a separate fund. The landlord would be responsible for administration. If a landlord applies for a capital expenditure increase, documentation will have to be produced to detail what monies were in the fund.

(ERTAC)

We oppose a maximum of 4% increase above guideline for capital expenditures. This is 1% more than what is currently allowed.

(MTLS, FCLS, SCTA)

Above-guideline rent increases for capital expenditures and extraordinary operating costs should not exceed 3%.

(Hall, MNSJ, McConnell, HPTA)
WELSO, UTO-ER, LCHIC, RCLC,
LAW, Krall, WRCLS, NLSLMH, HMLCS)

Capital expenditures and "above-guideline capital expenditures" should be defined.

(ORMA)

We believe it is unnecessary to provide additional incentives to ensure proper maintenance and repair.

(HMLCS)

The proposed recognition of a cost-pass-through for legitimate work will produce immediate catch-up work.

(UC)

We have no objection to the increase as long as it does not go above 1% and it remains conditional on the receipt of an approval.

(AL)

The proposed capital expenditure limit of 4% is a step in the right direction, but it is not large enough to provide enough capital funding for large projects such as underground garage renovation. The unfortunate reality is that the size of the capital projects gets larger as the buildings get older. With Ontario's aging rental stock, a cap limit of perhaps 10% is more appropriate.

(CCP, Sand)

The provision of a carry forward acknowledges that placing a cap on rent increases will not always allow for adequate compensation of costs incurred by a landlord. Limiting the number of years in which a carry forward will be applied defeats this purpose as it may result in under-compensation of costs incurred.

(SPAR)

Rent increases as a result of capital expenditures should be subject to the cap of 4% without limit on the number of years of carry forward. If additional capital work is required during the term of the carry forward, a new application should be allowed, with the approved increases to run consecutively.

(FRP, CMHP, UDI, Minto, MPM)

This proposal should be modified to reflect full recovery of proven capital expenditures subject to the annual cap of 4%.

(Andrade)

The cap should be 6% and the carry forward provisions should be unlimited.

(ODCL, MLC)

The capital expenditures cap should be 12%.

(CMHA, CMHP)

Rent Increase Criteria

Landlords will still require permission to raise rents above guideline. The grounds for above-guideline increases will continue to be limited to capital expenditures and increases in extraordinary operating costs for municipal taxes and utilities.

Landlords should apply to rent control authorities for the annual increase whether or not they apply for an above-guideline increase. Rent control should ensure that costs have in fact gone up for the building being applied for. Rent control should make every effort to ensure that the information that they are given applies to the building in question and only to that building, i.e. if a landlord has more than one property make sure the bills etc. are not being used for more than one building thus ensuring that tenants in building X are not paying fuel bills for building Y, etc. Landlords should have to absorb unexpected increases in utility costs the same way everybody else does.

(ORTA)

The allowable rent increase in any given year should be the larger of the published guideline or \$20. The allowable rent increase for an above-guideline capital application should be the greater of the guideline plus 4% or \$50, if justified.

(FRP, Minto, CMHP, RHSA, UDI, MPM)

A third ground for above-guideline increase applications should be added on the basis of comparisons with rents for comparable units, i.e. those of similar size, amenities, location and quality.

(FRP, Minto, CMHP, RHSA, UDI, MPM)

There must be a cap on increases in maximum rents.

(CSTR, WSCLS)

There must be a link between rent increases and ongoing maintenance and repair of buildings.

(CSTR, WSCLS, ACT, RYGTA)

Capital Expenditure Cap

Capital expenditure increases will be capped at four percent above the guideline and the two-year carry forward provision will be continued.

Strong support is expressed for this provision to facilitate building restoration.

(BCRAO)

Annual Rent Increase

Rent increases for sitting tenants will continue to be limited to once a year with at least 90 days' notice.

Rent increases for sitting tenants should be limited to once a year with 90 days notice, unless the tenant agrees to other terms.

(FRP, Minto, CMHP, RHSA, MPM)

Where a rent increase application has not been adjudicated by the effective date, the landlord should have the right to collect the applied for rent for the unit(s) pending a decision and subject to rebate if the increase is denied in whole or part.

(FRP, Minto, CMHP, RHSA, MPM)

We support retention of the one increase per year rule but are somewhat disappointed that the paper does not suggest a longer notice period for any intended rent increase.

(FOCTA)

Rent increases should continue to be limited to once a year except in cases where the unit becomes vacant.

(Andrade)

The protection of the *Rent Control Act* must be maintained.

(Mathysen)

8) Mobile home parks and land-lease communities.

Subheadings have been added within these basic sections for greater clarity. A list of witnesses and submissions appears at the end of this document.

NOTE: The proposals of the tenant-protection package are highlighted in the summary in italics. (Some received no response.) The non-italicized text which follows represents the witness comments followed by witness name (or acronym) in brackets.

GOALS FOR A NEW TENANT PROTECTION SYSTEM

PROTECTION FROM UNFAIR RENT INCREASES

Rent Control Guideline

The current rent control guideline formula will be retained for sitting tenants. The 1996 guideline is 2.8 percent. It will be about the same in 1997. [Note: The 1997 guideline is 2.8%.]

The current annual guideline formula based on a three-year moving average of building operating costs should be preserved, subject to restoring the percentage of the Rent Control Index from 55 to 60%, plus 2%.

(FRP, Minto, CMHP, RHSA, MPM)

The current guideline should be maintained with two modifications: the operating component should be increased from 55% to 60% and the 2% component should not reflect capital expenditures only.

(Andrade)

Allowable rent increases should be 3% higher than the rate of inflation.

(Solbach)

The guideline must include the 2% for profit and unclaimed capital expenditures.

(EOLO, UC)

Rent control should be based on one increase per year, based on inflation with no exceptions.

(TAG, WSCLS)

INTRODUCTION

On June 25, 1996, the Honourable Al Leach, Minister of Municipal Affairs and Housing, announced in the House that consultations would be held on a new tenant protection package (TPP). *New Directions*, a 17-page consultation paper setting out the proposed changes, was released that same day. The Minister noted that the consultation paper would be the subject of legislative committee hearings across the province during the summer. He added that the government hoped to introduce new legislation this fall.

Six pieces of legislation are directly affected by proposals in the tenant protection package. They include: the *Rent Control Act* (RCA), the *Landlord and Tenant Act* (LTA), the *Rental Housing Protection Act* (RHPA), the *Municipal Amendment Act*, the *Residents' Rights Act*, and the *Land Lease Statute Law Amendment Act*. In addition, other statutes such as the *Planning Act* and the *Building Code Act* are affected by these proposals.

In accordance with instructions given by the sub-committee of the Standing Committee on General Government, this document organizes witness comments on the Ministry's consultation paper according to themes. The purpose of this thematic summary was to provide the Committee with a foundation on which to base its final report.

The witness recommendations are more general rather than verbatim. Readers wishing greater detail can consult *Hansard* or the briefs themselves. The names of individuals and groups that express the substantially same point will be listed together. Efforts have been made to link the witnesses' comments to the proposals which appear in the consultation paper. Where witness recommendations address issues outside of the consultation paper, these comments are collected under a miscellaneous section at the end of the summary.

The summary contains the comments of individuals or groups who addressed the consultation paper by correspondence or through presentations made to the Committee from August 19 to September 5, 1996. (Public hearings were held in Toronto, Thunder Bay, Sault Ste. Marie, Ottawa, Peterborough, Hamilton, Windsor, London, and Kitchener.)

The summary is organized according to the eight major themes of the Ministry's consultation paper. The eight major themes are:

- 1) Goals for a new tenant-protection system;
- 2) Protection from unfair rent increases;
- 3) Maintenance;
- 4) *The Landlord and Tenant Act*;
- 5) The dispute-resolution system;
- 6) Security of tenure and conversions;
- 7) Care homes; and

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RÉSUMÉ DES RECOMMANDATIONS DES TÉMOINS

ANNEXE C

Récits personnels entendus au cours des audiences sur le contrôle des loyers

«J'ai 36 ans et je suis l'unique soutien d'un beau garçon de 11 ans, équilibré et intelligent, croyez-le ou non. J'étudie à l'université. Dernièrement, j'ai obtenu mon baccalauréat ès arts de l'Université Trent.. S'il vous plaît, n'enlevez pas le contrôle des loyers. Je sais, vous dites que ce n'est pas votre intention, mais d'après ce que j'ai lu, même si je ne comprends pas tout, ça ressemble à cela. Le contrôle des loyers protège tant les propriétaires que les locataires. Donc pourquoi dépenser votre énergie pour éliminer quelque chose qui est efficace?»

Cindi Zwicker
Peterborough, jeudi, 29 août

«Je veux également parler au nom de toutes les femmes et de tous les enfants dont la vie a été bouleversée à cause de la violence familiale. Un grand nombre de ces femmes et de ces enfants ont dû fuir leur foyer et ont eu beaucoup de difficulté à trouver un logement sûr, à prix abordable. Je le sais. Je l'ai vécu. Il y a quatre ans, je suis arrivée dans cette ville après avoir quitté un mari violent et passé six semaines dans un foyer pour les femmes. Je suis arrivée à Sault Ste. Marie avec mes quatre enfants, 60 \$ en poche et nulle part où aller...»

Lisa Kisch
Sault Ste. Marie, mardi, 27 août

«Nous étions sur le point de déménager. Nous cherchions un logement pour qu'elle puisse vivre peut-être un petit peu mieux, car lorsque vous ne pouvez même pas descendre au sous-sol parce que les égouts s'y répandent comme à ciel ouvert, c'est vraiment dégoûtant. Nous ne savions que faire. Tous les endroits que nous avions trouvés pour Pamela ne lui auraient laissé en poche que 150 \$ par mois pour payer les factures. C'était inacceptable. Notre seul recours, comme je l'ai dit, était de déménager. C'est alors que nous avons entendu parler d'un défenseur des locataires, qui nous a ensuite aidés. Je tiens à souligner que la loi actuelle est efficace. Depuis que nous avons rencontré M^{me} Taylor (défenseur des locataires), le problème au sous-sol a été réparé de même que les problèmes d'électricité. Je tiens tout simplement à attirer votre attention sur le fait que la loi actuelle est vraiment efficace. Nous en sommes la preuve vivante. Le fait que nous ayons réussi pour la première fois en trois ans à faire faire ces réparations en est la plus belle preuve.»

Pamela Johns et Doug Getty
Kitchener, jeudi, 5 septembre

Ce que l'on retient des audiences, c'est que les locataires ne veulent pas des soi-disant mesures de protection des locataires proposées par le gouvernement. En outre, ces mesures n'inciteront pas les propriétaires et les promoteurs à construire de nouveaux logements. Les locataires verseront des loyers plus élevés que leurs moyens et n'obtiendront rien de plus en échange.

Malheureusement, la majorité conservatrice qui siègeait au comité permanent suivait à la lettre les directives de Al Leach et a produit un rapport qui ignore totalement les témoignages des locataires et des locuteurs qui se sont présentés devant le comité au cours des trois semaines d'audiences en Ontario.

Les néo-démocrates avaient déposé la *Loi sur le contrôle des loyers* malgré l'opposition des libéraux et des conservateurs. Nous étions contents de constater que les locataires y tenaient. La plupart ont affirmé que la loi était efficace et certains ont recommandé des façons de l'améliorer. Nous en concluons qu'il faut maintenir cette loi en vigueur et que le gouvernement doit tenir compte des recommandations des locataires pour la renforcer.

Les néo-démocrates s'opposent vigoureusement aux politiques qui favorisent les locuteurs et les promoteurs aux dépens des locataires. Nous considérons que c'est simplement un autre exemple des politiques de Mike Harris qui consistent à récompenser les nantis aux dépens de tous les autres.

Les néo-démocrates vont continuer de lutter aux côtés des locataires pour forcer le gouvernement à les écouter.

Le projet de loi du gouvernement va simplement remplir les poches des propriétaires actuels, qui s'en tirent déjà très bien, merci. Il ne les incitera pas à construire de nouveaux logements, sauf peut-être dans le haut de gamme, principalement à l'extérieur de Toronto. Pourquoi? Parce que la plupart des locataires n'ont pas les moyens de verser le montant de loyer qui permettrait aux propriétaires de réaliser le profit souhaité sur les nouveaux bâtiments. Comme l'a fait remarquer le professeur David Hulchanski dans son témoignage devant le comité :

«Le contrôle des loyers et la protection des locataires et des logements actuels, qui sont présentement en vigueur, constituent une *réponse* au problème de l'insuffisance de logements, ils n'en sont pas la *cause*.»

Le propre rapport du gouvernement, le rapport Lampert, mentionnait l'existence d'un écart de plus de 3 000 \$ par année à Toronto entre le loyer du marché possible et le loyer réel. Selon le rapport, l'élimination du contrôle des loyers ne se traduira que par une économie de 200 \$ pour les locateurs et il s'agit d'une économie sur le plan administratif. Autrement dit, on comblerait moins de 7 pour 100 de l'écart. On demande aux locataires de croire aveuglément que l'élimination du contrôle des loyers, conjuguée à d'autres mesures que le gouvernement n'a pas encore annoncées, parviendra à susciter l'intérêt du secteur privé. «Faites-nous confiance», dit le gouvernement.

M. Lampert n'a même pas essayé de démontrer que l'élimination du contrôle des loyers augmentera suffisamment la rentabilité d'un immeuble locatif pour encourager les propriétaires à bâtir de nouveaux immeubles. Il montre plutôt que pendant le boom de la construction d'immeubles locatifs en Ontario, l'industrie bénéficiait d'un grand nombre d'avantages fiscaux.

Le gouvernement veut aussi accroître la quantité de logements disponibles. Cependant, le document de travail propose d'abroger la *Loi sur la protection des logements locatifs* qui empêche la démolition et la conversion des logements actuels. Au moyen du projet de loi 20, le gouvernement a également permis aux municipalités d'empêcher les propriétaires résidentiels de créer de nouveaux logements dans les sous-sols. Cette source de logements à prix abordable a permis de créer des logements pour environ 100 000 foyers en Ontario. En quoi ces politiques contribuent-elles à l'augmentation de la quantité de logements à prix abordable? En rien. Elles servent uniquement les intérêts des promoteurs qui veulent transformer des édifices en condominiums pour les riches. Et elles correspondent à la volonté des municipalités d'éviter la présence de logements à prix abordable dans les quartiers de la classe moyenne.

Conclusion

Le 2 juillet, dans un autre article, on disait que selon le Russell Property Index, considéré par le *Globe and Mail* comme «une mesure très fiable des activités d'investissement», le secteur des immeubles locatifs de l'Ontario avait fourni un rendement annuel de 10 pour 100 au cours des 10 dernières années, dépassant ainsi tous les autres secteurs.

En moyenne, les locateurs actuels font de bonnes affaires. Un représentant de JJ Barnicke, société de courtage immobilier commercial, a déclaré au *Toronto Star* le 10 mars que «les acheteurs d'appartements, moyennant un versement initial peu élevé, peuvent obtenir un rendement supérieur à 15 pour 100 sur leur investissement». L'article dit également que les acheteurs n'ont pas hésité à verser près de 800 millions de dollars pour faire l'acquisition d'immeubles locatifs dans la région du Grand Toronto l'an dernier. «Mais il ne faut pas s'attendre à ce que le boom de l'investissement devienne un boom de l'achat, précise M. Swartz. On peut acheter un appartement de 650 pieds carrés pour 39 000 \$ environ. La construction d'un logement semblable coûterait plus de 60 000 \$. Alors, pourquoi construire?»

Dave Specht, Thunder Bay Home Builders' Association
Thunder Bay, lundi, 26 août

«L'élimination des dispositions relatives au contrôle des loyers pour les nouveaux logements donne un coup de pouce à notre industrie, mais n'offre pas le climat de certitude qui attire les investisseurs.»

John Bassel, Metropolitan Toronto Apartment Builders' Association (MTABA)
Toronto, lundi, 19 août

«Permettez-moi de vous rappeler que les changements dans le domaine de la location ne suffiront pas à eux seuls à encourager la construction de nouveaux logements.»

Michael Howe, Norquay Homes Ltd.

«Si le but de cette loi est d'inciter des gens comme moi à recommencer à construire des immeubles locatifs, son échec est assuré.»

Joseph Hoffer, London Home Builders' Association
London, mercredi, 4 septembre

«Est-ce que les politiques présentées dans le document de travail sur le projet de loi visant à protéger les locataires encourageront les propriétaires à investir dans les logements existants et à créer les emplois attendus désespérément dans le secteur du bâtiment? Selon nous, la réponse à cette question est non.»

Darrell Novak, Waterloo Public Interest Research Group (WPIRG)
Kitchener, jeudi, 5 septembre

Locateurs et constructeurs

de penser sérieusement aux conséquences de ses actes pour les citoyennes et citoyens de l'Ontario avant de modifier les lois en vigueur qui protègent les droits des locataires.

Ontario Coalition of Senior Citizens' Organizations

Toronto, lundi, 19 août

«Les personnes âgées seraient protégées tant qu'elles resteraient en place, mais elles déménagent, et ce, pour diverses raisons : par exemple, lorsque leur famille déménage et que leur réseau de soutien n'est plus là, lorsque leur conjoint meurt, lorsqu'elles deviennent invalides ou lorsqu'elles veulent se rapprocher de leur médecin, des hôpitaux, des magasins, etc.»

M^{me} Gwen Lee, United Senior Citizens of Ontario

Hamilton, vendredi, 30 août

Personnes handicapées

L'accès à un logement à prix abordable a toujours été un problème pour les personnes handicapées parce que leur revenu est en général inférieur de 60 à 70 pour 100 à celui des personnes qui ne sont pas handicapées. Il y a de fortes chances que cette loi entraîne une crise importante du logement.

Marilyn Warf, Persons United for Self-Help in Northwestern Ontario (PUSH)

Thunder Bay, lundi, 26 août

Étudiants

«Notre principal souci est l'élimination du contrôle des logements vacants. Nous ne sommes pas du tout convaincus que cette mesure assurera une réserve stable de logements à prix abordable. Les étudiants constituent une population toujours en transition. Nous déménageons au moins une fois par année et parfois plus souvent selon le cas. Par conséquent, l'élimination du contrôle des logements vacants ne nous protégera pas vraiment contre les augmentations de loyer injustes parce que dès qu'on abandonne un appartement, le propriétaire peut augmenter le loyer à sa guise.»

Vichy Smallman, Canadian Federation of Students

Toronto, lundi, 19 août

«Les revenus des étudiants ont diminué et les droits de scolarité ont augmenté. De plus, après l'élimination du contrôle des loyers, ils devront déboursier encore plus pour se loger. Ceci est tout particulièrement vrai pour les étudiants de l'Université de Waterloo, puisqu'on y offre un programme d'éducation coopérative très populaire dans le cadre duquel environ 3 000 étudiants de l'université suivent des cours pendant quatre mois et vont ensuite effectuer un stage de quatre mois. La disposition qui permet d'augmenter les loyers en l'absence de toute méthode de contrôle des loyers lorsqu'un locataire s'en va, aura un impact considérable sur un grand nombre d'étudiants.»

Comme 70 pour 100 des locataires déménagent tous les cinq ans, la plupart se retrouveront bientôt dans un marché où il n'existe aucun contrôle des loyers.

Le gouvernement se targue d'avoir protégé les locataires actuels; en fait, ceux-ci seront la proie des propriétaires. Le plafond des dépenses en immobilisations augmentera de 3 à 4 pour 100 au-dessus du taux légal. Par exemple, si le taux légal est de 2,8 pour 100, l'augmentation maximale sera de 6,8 pour 100 au lieu du taux actuel de 5,8 pour 100, et pourrait même être plus élevée en raison des augmentations des frais d'exploitation extraordinaires. En vertu de la loi actuelle, les locateurs ne peuvent refiler les frais d'exploitation extraordinaires que jusqu'à concurrence d'un certain plafond. Maintenant, il n'y aura plus de plafond! Si les compressions budgétaires ou la réévaluation à la valeur marchande obligent les municipalités à augmenter les impôts fonciers, les locataires seront les grands perdants. Il en sera de même si les conservateurs privatisent Ontario Hydro et que les tarifs grimpent en flèche.

Les locataires actuels vont non seulement faire face à des hausses de loyer, il vont également faire l'objet de pressions et de harcèlement s'ils ont la chance de vivre dans un logement à prix abordable. Pourquoi? Parce que les conservateurs donnent bel et bien une prime aux locateurs s'ils se débarrassent de leurs locataires.

Parmi les quelque 250 témoins aux audiences, plus de 60 pour 100 étaient des locataires ou représentaient des locataires. Pourquoi tant d'intérêt? Parce que les locataires ont peur. Même avec le contrôle des loyers, 35 pour 100 d'entre eux consacrent plus de 30 pour 100 de leurs revenus au loyer. Ils ne peuvent pas se permettre de payer davantage. Or, le gouvernement conservateur a aboli le programme boulotOntario Logement qui fournissait aux locataires une solution de rechange en matière de logement.

L'un après l'autre, les témoins n'ont cessé de répéter au comité qu'advenant l'élimination du contrôle des loyers, comme l'envisage le gouvernement, ils seront durement touchés. Les personnes âgées, les personnes handicapées et les étudiants en particulier en subiront les conséquences. Par exemple :

Personnes âgées

«La Loi sur la location immobilière, la Loi sur le contrôle des loyers et la Loi sur la protection des logements locatifs existent pour protéger les locataires et offrir aux citoyennes et citoyens de l'Ontario diverses options en matière de logement. Les personnes âgées dépendent tout particulièrement de ces protections. Nous avons rencontré un grand nombre de personnes âgées qui vivent maintenant dans la crainte que le gouvernement abandonne les habitants de cette province. Par conséquent, l'OCCSCO implore le gouvernement de l'Ontario

Opinion dissidente du Nouveau Parti démocratique

«Ces changements sont une attaque contre les locataires, et vont imposer un fardeau injuste aux personnes âgées, aux étudiants, aux personnes handicapées et aux personnes à faible revenu. C'est un autre exemple de la politique Harris qui consiste à favoriser les nantis aux dépens des démunis, à favoriser ceux qui ont tout aux dépens de ceux qui n'ont rien.»

Rosario Marchese, critique du Logement, NPD

Après trois semaines de débats publics à Toronto et dans tout l'Ontario sur le projet du gouvernement conservateur de mettre fin au contrôle des loyers, il est évident que les conservateurs font la sourde oreille. Près de 250 groupes et particuliers ont témoigné devant le comité et la majorité d'entre eux s'opposent au projet du gouvernement. «N'abandonnez pas le contrôle des loyers», disent-ils. «Maintenez en vigueur la *Loi sur la protection des logements locatifs*.» Ils ont raconté des faits, soumis des preuves, fait des recommandations et porté des critiques, un flot de critiques.

Grâce à la majorité conservatrice, toutefois, le rapport du comité ne renfermera aucune analyse, aucun commentaire ni aucune recommandation.

Le NPD a donc rédigé une opinion dissidente pour s'opposer aux propositions des conservateurs. En tant que membre du comité, M. Marchese a déclaré que le NPD ne signerait aucun rapport qui comprendrait l'élimination du contrôle des logements vacants ou l'abrogation de la *Loi sur la protection des logements locatifs*.

Le projet des conservateurs de mettre fin au contrôle des loyers fait partie de la stratégie à plus grande échelle du gouvernement qui consiste à saper le niveau de vie des familles de travailleurs. Mike Harris et Al Leach semblent croire que lorsque l'on donne de l'argent aux riches, toute la société va en profiter. Comme l'a fait remarquer à juste titre M. Marchese au cours des audiences à Kitchener : «Ce ne sont pas les retombées de l'enrichissement des riches qui vont permettre de construire des logements à prix abordable. Ce sont des taudis que l'on va retrouver en bas de l'échelle.»

Le projet des conservateurs signifie l'escalade des loyers, un point c'est tout! Un grand nombre de locateurs qui ont témoigné devant le comité l'ont admis. Au départ d'un locataire, les locateurs vont pouvoir augmenter le prix du loyer comme bon leur semble.

OPINION DISSIDENTE DU NOUVEAU PARTI DÉMOCRATIQUE

ANNEXE B

- créer un fonds de réserve pour assurer qu'une partie du loyer sera consacrée à l'entretien et à la réparation des immeubles,
- attribuer des ressources suffisantes aux municipalités pour leur permettre d'exécuter leurs fonctions dans le respect des normes actuelles dans le domaine du logement,
- améliorer le système judiciaire actuel qui s'applique aux locataires et locataires, mieux informer les locataires et locataires de leurs droits et obligations.

- Il faut adopter un processus de nomination transparent et précis pour la sélection des décideurs qualifiés et impartiaux.

- Il faut que les décisions se fondent uniquement sur la loi.

- Il faut que la médiation volontaire soit prévue par le système de règlement des différends.

- Il faut donner un préavis suffisant d'une audience, ainsi que des précisions sur la demande.

- Il faut permettre des appels devant la Cour divisionnaire.

- Il faut ordonner la suspension des causes qui portent sur une expulsion ou une augmentation de loyer en attendant les résultats d'un appel.

- Il faut que les droits de dépôt de la demande et autres frais soient minimes.

VIII. LE DÉFAUT DU GOUVERNEMENT CONSERVATEUR D'EXAMINER DES OPTIONS INVENTIVES POUR LA RÉFORME ET L'AMÉLIORATION DU CONTRÔLE DES LOYERS, ET NON SON ÉLIMINATION

Il ressort nettement des exposés faits devant le Comité pendant ses audiences que le gouvernement devrait retirer sa proposition «Nouvelles orientations» et examiner avec les locataires et locateurs des solutions de rechange valables, susceptibles d'améliorer le système de contrôle des loyers de l'Ontario et non de l'éliminer.

Comme première étape fondamentale, il incombe au gouvernement de reconnaître que toute réforme du contrôle des loyers doit entrer dans une politique gouvernementale globale visant le marché des logements locatifs et, en particulier, dans une politique gouvernementale portant sur les logements à prix abordable. Il faut que ce projet prévoie des directives précises sur les logements à but non lucratif et les logements publics, ainsi que sur le rôle important qu'ils jouent pour offrir des logements à prix abordable. Il faut aussi que le gouvernement se penche sur les questions importantes de la réforme de l'impôt foncier et du fardeau fiscal injustifié imposé à la construction de nouveaux logements locatifs.

Dans le domaine de la réforme du contrôle des logements, les libéraux estiment qu'il faut examiner un certain nombre de solutions de rechange, notamment :

Questions soulevées à la suite des audiences

- M. Leach ne dispose pas de résultats de recherches pour prouver ce qu'il avance. Les locataires n'ont pas augmenté le nombre de logements locatifs en 1974, quand il n'y avait pas de contrôle des loyers ni de TPS.
- Des groupes de locataires ont signalé au Comité que les changements proposés dans le document des conservateurs ne suffisent pas, à eux seuls, à favoriser la construction de nouveaux logements locatifs.
- Le principal document de recherche du gouvernement, l'étude Lambert, fait valoir également que l'élimination du contrôle des loyers, à elle seule, ne se traduira pas par la construction de nouveaux logements, surtout des logements à prix abordable.

Nouveau tribunal de règlement des différends

- À l'heure actuelle, le personnel du ministère des Affaires municipales et du Logement s'occupe des différends entre locataires et locataires et des demandes d'augmentation de loyer. Le processus d'expulsion des locataires passe par les tribunaux.

Énoncé de principes des conservateurs

- Le gouvernement créera un nouveau tribunal spécial, chargé du règlement des différends entre locataires et locataires, notamment des expulsions. Pourtant, il présente peu de précisions sur le fonctionnement de ce tribunal.

Questions soulevées par les locataires

- Qui sera nommé à ces organismes? Le gouvernement nommera-t-il les membres pour leur faire une faveur politique?
- En résultera-t-il des économies d'argent pour le gouvernement et des économies de temps pour les locataires et locataires?
- Quelle est la définition de «harcellement»?
- Il faut que le système de prestation de services soit indépendant du gouvernement.

Questions soulevées à la suite des audiences

- Il faut que les conservateurs précisent la portée de cette exemption applicable aux maisons de soins.
- Ce sont les personnes âgées à revenu fixe qui auront surtout besoin de la protection du contrôle des loyers. L'élimination du contrôle des logements vacants touchera chaque personne âgée qui s'installe dans un établissement de soins.
- Il faut conserver le droit d'occupation des locataires des maisons de soins.
- Il faut que les repas ou les services que l'exploitant de la maison de soins facture à ses locataires comme condition de loyer soient assujettis au contrôle des loyers.
- Il faut que les loyers des maisons de soins continuent d'être régis par un bail qui précise le coût de l'hébergement ainsi que le montant et le genre de services que le locataire doit prendre à sa charge.
- Il faut que le consentement du locataire, ou de son mandataire, soit obtenu pour qu'un transfert puisse avoir lieu.
- La seule raison d'appliquer le processus d'expulsion accélérée devrait être la protection des droits d'autres locataires vulnérables contre une personne gênante ou menaçante. Il faut trouver à l'avance des locaux de rechange comparables.

Manque de logements locatifs à prix abordable

- Les promoteurs font valoir que, pour pouvoir augmenter le nombre de logements locatifs, ils exigent, non seulement la réforme du contrôle des loyers, mais aussi la réduction des impôts fédéraux (TPS), provinciaux (impôt sur le capital), et locaux (impôts fonciers et redevances d'aménagement).

Énoncé de principes des conservateurs

- Les conservateurs prétendent que les mesures indiquées dans l'exposé permettront d'augmenter la construction de logements locatifs privés.

Questions soulevées à la suite des audiences

- Il faut améliorer le processus d'expulsion des mauvais locataires. Le changement proposé aidera-t-il les locateurs et locataires obligés à vivre avec des locataires à problème?

- Les locataires pourront-ils se faire représenter par un avocat devant ces tribunaux spéciaux? En auront-ils les moyens?

- Il sera encore plus difficile pour les locateurs d'expulser leurs locataires. En effet, les mauvais locataires pourront prétendre dorénavant que le seul motif de l'expulsion est de permettre au locateur d'augmenter le loyer au-dessus du taux légal.

- Il faut conserver les dispositions législatives spéciales pour la sous-location et les droits de cession de bail.

- Il faut que les locateurs soient tenus, comme auparavant, de payer 6 pour 100 d'intérêts annuels sur le loyer du dernier mois.

- Il faut que tous les autres dépôts restent interdits.

- Il faut que les droits de protection de la vie privée soient appliqués rigoureusement, et que la formule «motif particulier» soit définie dans la loi.

Protection des maisons de soins

- À présent, le contrôle des loyers s'applique également aux maisons de soins (c.-à-d. les maisons de retraite privées).

Énoncé de principes des conservateurs

- La plupart des maisons de soins resteront couvertes par le contrôle des loyers, à condition que le locataire ne quitte jamais son logement. Les établissements de séjour temporaire (les centres de réadaptation) seront exemptés des exigences de la nouvelle loi.

Questions soulevées à la suite des audiences

- Cette mesure pourrait se traduire par des actes d'intimidation de la part des locateurs.
- Les conservateurs prétendent que leur ensemble de mesures aura pour effet de créer un plus grand nombre d'appartements. Cependant, il ressort des déclarations des témoins (tant les locataires que les locateurs) et des travaux de recherche que ce projet ne créera aucun autre logement locatif mais donnera, au contraire, aux locateurs carte blanche pour convertir les appartements en habitations en copropriété ou pour les démolir purement et simplement. Aussi, le projet Harris mènera-t-il à la réduction du nombre de logements locatifs sur le marché.
- Le gouvernement suppose que les centres urbains où le taux d'occupation est élevé ne connaissent pas de problème de logements à prix abordable. Dans nombre de ces centres (par exemple, Thunder Bay), il existe de longues listes d'attente de personnes qui recherchent un logement à prix abordable dans le secteur des logements publics et à but non lucratif.
- Il faut conserver la demande obligatoire de l'approbation de la municipalité en cas de conversion de logements résidentiels locatifs.

Expulsions

- À l'heure actuelle, il faut que les locateurs s'adressent aux tribunaux lorsqu'un locataire s'oppose à un avis d'expulsion. De plus, les locataires ont le droit de se défendre devant les tribunaux avant que l'expulsion puisse avoir lieu.
- *Énoncé de principes des conservateurs*
 - Le locateur peut dorénavant faire une demande d'expulsion par l'entremise d'un tribunal quasi judiciaire. Aucun autre élément du processus d'expulsion (motif, délais) n'est changé. Les conservateurs s'attendent à ce que ce tribunal spécial puisse régler ces questions plus vite que les tribunaux ordinaires.

- Il faut que les locataires demandent à leurs élus municipaux ce que la municipalité envisage de faire pour mettre en application les changements que les conservateurs leur ont imposés.

- Il faut que le système des normes des biens-fonds soit contrôlé au niveau provincial, au moyen d'une loi. Il faut établir une norme d'entretien minimale pour toutes les municipalités et tous les cantons. Cela ne veut pas dire, évidemment, qu'une municipalité ne puisse pas adopter une norme supérieure au minimum provincial.

- Il faut maintenir un système de remboursement du loyer en cas de manque d'entretien, et l'appliquer de façon rétroactive à toute la période pendant laquelle le locataire a éprouvé le problème.

- La province doit faire en sorte que la municipalité reçoive des ressources financières suffisantes pour appliquer les règlements des normes des biens-fonds.
- IL FAUT CONSERVER les ordres interdisant d'augmenter le loyer.

- Il ne faut pas, comme auparavant, que les locataires soient informés d'avance des inspections faites à la demande des locataires.

Liberté de convertir les logements locatifs en habitations en copropriété et de démolir des appartements existants

- Aux termes de la *Loi sur la protection des logements locatifs*, les administrations locales ont la faculté d'empêcher la démolition de logements locatifs à prix abordable ou leur conversion à d'autres fins (par exemple, habitations en copropriété).

Énoncé de principes des conservateurs

- Les locateurs auront carte blanche pour convertir des logements locatifs en habitations en copropriété et pour démolir des appartements existants. Le document mentionne que les locataires devront bénéficier d'une sorte de droit d'occupation, mais cela pourrait se limiter au droit d'être les premiers à pouvoir refuser d'acheter le logement ou à une prolongation très limitée (un an) de la période de location. En d'autres termes, le choix sera très très limité : acheter son propre logement ou déménager.

Entretien et réparations

- À l'heure actuelle, les locataires n'ont le droit de facturer qu'une augmentation supplémentaire de 3 pour 100 par an pour couvrir le coût des réparations. Ils doivent en faire la demande à un agent des loyers.

Énoncé de principes des conservateurs

- Les locataires pourront facturer une augmentation supplémentaire de 4 pour 100 par an pour couvrir le coût des réparations. Ils devront en faire la demande au tribunal de règlement des différends.

- Les pouvoirs exercés par le personnel du ministère des Affaires municipales et du Logement en vertu de la *Loi sur l'aménagement du territoire* (faire l'inspection des bâtiments, répondre aux plaintes des locataires à propos de l'entretien des bâtiments, etc.) passeront aux municipalités dans le cadre de la *Loi sur les municipalités*. Ce sera maintenant aux inspecteurs municipaux des bâtiments de répondre aux plaintes des locataires. Le personnel du ministère des Affaires municipales et du Logement tentera de contribuer à la formation du personnel municipal, mais le gouvernement n'offrira aux municipalités aucun financement pour absorber le coût de cette fonction supplémentaire. Celles-ci auront la possibilité de récupérer ces coûts supplémentaires au moyen des frais administratifs facturés aux locataires et, peut-être, aux locataires.

- Les amendes maximales infligées aux locataires dans le cas où un ordre d'exécution de travail n'est pas respecté seront portées à 25 000 \$ pour une première infraction et à 50 000 \$ pour les infractions subséquentes. Les inspecteurs des bâtiments disposeront de nouveaux pouvoirs pour obtenir des mandats de perquisition afin de vérifier que les réparations ont été exécutées.

- Les agents des normes des biens-fonds de la municipalité détiendront des pouvoirs d'application élargis et pourront porter une accusation contre un locateur ou lui infliger une amende sur-le-champ si le bâtiment ne répond pas aux normes.

Questions soulevées à la suite des audiences

- Les municipalités se sont déjà vu transmettre bien trop de fonctions provinciales par les conservateurs, sans ressources supplémentaires pour les gérer ou pour les mettre en application. Les locataires craignent, à juste titre, d'être obligés de payer aux municipalités des frais d'usager pour couvrir le coût des enquêtes effectuées en cas de plainte sur l'entretien de l'immeuble.

● Les locataires et locataires seront-ils mieux servis par le nouveau tribunal?

● Il faut conserver la pratique actuelle d'une augmentation par année basée sur l'inflation (y compris un élément d'entretien de 2 pour 100).

● Il faut que les augmentations supérieures au taux légal des dépenses en immobilisations soient plafonnées à 3 pour 100.

● Il faut que les critères des dépenses en immobilisations «acceptables» soient conservés. Il faut que les dépenses en immobilisations soient limitées à des réparations nécessaires et non à des réparations symboliques comme les réfrigérateurs et les cuisinières.

● Pour pouvoir demander une augmentation des dépenses en immobilisations supérieure au taux légal, il faut que les locataires prennent à leur charge les 2 pour 100 des coûts liés aux dépenses en immobilisations permis par le taux légal.

● Il faut continuer à interdire, comme auparavant, les augmentations supérieures au taux légal dans le cas des frais d'exploitation (services publics et taxes). Il faut que ces coûts soient inclus dans le calcul de l'augmentation annuelle du taux légal.

● Il faut continuer d'EXIGER que les locataires bénéficient de toute réduction des frais d'exploitation, surtout d'une réduction des impôts fonciers.

● La disposition concernant les coûts qui ne sont plus supportés, prévue par la loi actuelle, doit être conservée, sinon les locataires finiront par payer indéfiniment le coût en capital.

● Il faut que les paiements «volontaires» faits par le locataire au locateur pour des réparations en immobilisations soient interdits, sinon les locataires commenceront à facturer aux locataires les réparations imposées par les règlements des normes des biens-fonds. Les locataires risquent également d'être intimidés afin de payer des réparations non nécessaires, pour l'unique raison que cela permet une hausse du loyer.

- Le taux d'augmentation légal actuel est établi d'après l'inflation (actuellement 0,8 pour 100) plus un pourcentage fixe (2 pour 100) destiné aux réparations de l'immeuble. Par conséquent, le taux légal de 1996 s'établit à 2,8 pour 100. En outre, les locataires ont le droit de majorer les loyers de 3 pour 100 de plus pour couvrir le coût des grandes réparations. Pour avoir droit à ce taux supplémentaire, ils doivent en faire la demande au ministère des Affaires municipales et du Logement. Les augmentations qui dépassent ce plafond sont interdites, quelle qu'en soit la raison.

Énoncé de principes des conservateurs

- Le taux d'augmentation légal actuel restera tel quel (l'inflation plus 2 pour 100) pour tous les locataires qui restent dans leur appartement. Les locataires qui ne déménagent pas peuvent s'attendre à un taux d'augmentation légal d'environ 3 pour 100 l'année prochaine.

- Les conservateurs ont porté de 3 à 4 pour 100 l'augmentation supplémentaire maximale pour les réparations (ce qui fait une augmentation de loyer possible, l'année prochaine, d'environ 7 pour 100). Les locataires peuvent essayer de négocier cette augmentation avec les locataires ou ils peuvent se présenter devant le nouveau tribunal de règlement des différends pour obtenir l'approbation.

- De plus, le gouvernement permettra dorénavant des augmentations dépassant ce maximum dans le cas de «frais d'exploitation extraordinaires», comme les hausses de l'impôt foncier ou du tarif d'électricité. C'est donc dire que les locataires n'ont aucune certitude quant à leur augmentation de loyer l'année prochaine.

- Les loyers maximaux des appartements dont le loyer actuel est inférieur au taux d'augmentation légal approuvé resteront à leur niveau actuel. Les locataires pourront toujours porter les loyers à ce maximum approuvé. Lorsqu'un nouveau locataire s'installera dans le logement, il ne sera plus couvert par le contrôle des loyers et le taux d'augmentation légal maximal ne sera plus applicable.

Questions soulevées à la suite des audiences

- Le système impose aux locataires des augmentations de loyer annuelles possibles de 7 à 9 pour 100 et n'offre aucune certitude quant à l'augmentation de loyer maximal.

Questions soulevées à la suite des audiences

- L'élimination du contrôle des logements vacants se traduira par la mort lente du contrôle des loyers. Selon les estimations du rapport Lambert, 25 pour 100 des locataires déménagent chaque année. Dans son rapport, M. Lambert estime également que, sur une période de cinq ans, environ 70 pour 100 des locataires déménagent au moins une fois. Conclusion : au cours d'une période de cinq ans, la majorité des appartements et maisons à louer perdront le contrôle du loyer. La majorité des locataires en Ontario paieront plus cher leur loyer selon les propositions du gouvernement qu'ils ne le feraient dans le système actuel.
- L'élimination du contrôle des logements vacants mènera à l'intimidation de la part des locateurs et à la hausse des loyers dans tout le marché. Les locataires auront peu de chances de passer à un logement de meilleure qualité : le fait de vider un logement mènera à la hausse de son loyer. En conséquence, les locataires deviendront prisonniers de leur appartement.
- Même les conservateurs s'attendent à des actions de harcèlement de la part des locateurs : ils ont mis sur pied un organisme anti-harcèlement et ont relevé les amendes pour harcèlement des locataires. Selon le nouveau plan du gouvernement, le locateur sera moins poussé à collaborer avec les locataires pour faire en sorte que l'immeuble soit en bon état, et aura tous les motifs de forcer le départ du locataire par tous les moyens possibles. Ce sera au locataire de prouver que les activités auxquelles se livre le locateur (refus de faire des réparations, manque d'eau chaude, bruits) constituent du « harcèlement ».
- L'élimination du contrôle des logements vacants frappe les locataires les plus vulnérables : les personnes âgées, démunies, handicapées, les étudiants et les chômeurs à la recherche d'un nouvel emploi.
- Il faut que le registre des loyers reste. Cela est essentiel pour protéger les locataires contre la discrimination, car il empêche des loyers arbitraires.
- Il faut maintenir, pour tous les locataires, les décisions par écrit automatiques qui indiquent les motifs de l'octroi d'augmentations de loyer supérieures au taux légal.

VII. LE DÉFAUT DU GOUVERNEMENT CONSERVATEUR DE COMPRENDRE QUE LA MISE EN APPLICATION DES «NOUVELLES ORIENTATIONS» MÈNERA À LA FIN DU CONTRÔLE DES LOYERS ET À LA FIN DES LOGEMENTS À PRIX ABORDABLE EN ONTARIO

Les membres conservateurs du Comité permanent ont, pendant la majeure partie des audiences, défendu aveuglément la proposition «Nouvelles orientations» d'Al Leach, qui vise à détruire le contrôle des loyers. Ils auraient dû écouter plutôt la grande majorité des intervenants et la voix unanime des locataires. La mise en place des «Nouvelles orientations» se traduira par la fin du contrôle des loyers en Ontario.

Les libéraux voudraient mettre en lumière plusieurs questions essentielles dans le document de M. Leach soulevées pendant les audiences, des questions dont les membres du Comité appartenant à la majorité conservatrice n'ont fait aucun cas dans leur rapport servile et vide de sens.

Application de la loi sur le contrôle des loyers

- À l'heure actuelle, le contrôle des loyers s'applique à tous les logements locatifs. Les immeubles neufs en sont exemptés pendant leur cinq premières années d'existence. Lorsqu'un locataire libère un logement locatif, le contrôle des loyers reste applicable.

Énoncé de principes des conservateurs

- Le contrôle des loyers sera supprimé lorsqu'un appartement deviendra vacant. Une fois qu'une personne s'installera dans un appartement, elle sera couverte par le taux d'augmentation légal maximal pendant la durée de son occupation.

- Ce sera donc à l'avantage du locateur d'avoir autant de nouveaux locataires que possible. Pour lutter contre la hausse prévue du harcèlement des locataires, le document propose de créer un organisme anti-harcèlement au sein du ministère des Affaires municipales et du Logement et de doubler les amendes pour le harcèlement des locataires (qui passent à 10 000 \$ pour les particuliers et à 50 000 \$ pour les sociétés).

- D'ores et déjà, le contrôle des loyers ne sera jamais appliqué aux immeubles neufs.

Le gouvernement n'a présenté que deux études dans le cadre de son examen de la loi sur le contrôle des loyers. Il s'agit de rapports établis à la suite de discussions avec des locataires et promoteurs. Il est à noter que les auteurs n'ont pas rencontré les locataires ou groupes de locataires pour parler de questions de contrôle des loyers.

Les deux études («The Challenge of Encouraging Investment in New Rental Housing in Ontario» par Greg Lambert, et «Potential Impacts of Rent De-Control in Selected Markets in Ontario» par John Todd) nous laissent profondément inquiets sur plusieurs points.

- M. Lambert fait valoir que la construction de nouveaux logements locatifs ne sera possible que si le gouvernement adopte toute une série de mesures : changer la TPS sur les matériaux de construction des logements locatifs, procéder à la réforme du fardeau fiscal excessif imposé aux logements locatifs et examiner la question des impôts sur les immobilisations frappant les immeubles locatifs. La majorité des locataires et groupes de locataires qui se sont présentés devant le Comité semblaient du même avis : l'élimination du contrôle des loyers ne favorisera pas, à elle seule, la construction de nouveaux logements locatifs. À la suite des questions posées par le critique libéral en matière de logement, Alvin Curling, pendant l'audience tenue à Kitchener le 5 septembre 1996, M. Lambert a critiqué le fait que le gouvernement ne se penche que sur la réforme du contrôle des loyers et n'adopte pas une stratégie globale de logements à prix abordable sous une forme ou une autre.

- M. Lambert se montre également sceptique à l'idée que l'on assistera à la construction de nouveaux appartements privés bas de gamme. Les groupes de locataires abondaient dans le même sens pendant les audiences : aucun groupe n'avancait que les «Nouvelles orientations» de M. Leach allaient mener à la construction de nouveaux logements locatifs à prix abordable.

- M. Todd prévoit que l'élimination du contrôle des loyers se traduira par des hausses de loyer pour les logements à bon marché, mais qu'il n'y aura guère d'augmentations pour les appartements dont le loyer est déjà élevé. Ses conclusions ne font que rehausser les inquiétudes à l'égard des effets que les politiques de M. Leach auront sur les logements locatifs à prix abordable.

- M. Todd compare également le marché des loyers de Toronto à celui de Vancouver, où le contrôle des loyers a été aboli dans les années 1980. Cette mesure à Vancouver ne s'est pas traduite par l'augmentation de la construction de nouveaux logements locatifs à laquelle on s'attendait. Le taux d'occupation actuel à Vancouver, soit 1,3 pour 100, est très près de celui de Toronto.

IV. LE DÉFAUT DES DÉPUTÉS CONSERVATEURS D'ÉCOUTER LES LOCATAIRES

Plus de 260 témoins se sont présentés devant le Comité et bien d'autres intervenants ont soumis un mémoire. Une forte majorité des témoins et la totalité des locataires et groupes de locataires ont réclamé que le gouvernement abandonne son projet d'élimination du contrôle des loyers. Les libéraux sont peints de voir que tant d'argent des contribuables a été consacré à l'organisation de trois semaines d'audiences dans la province, quand il était évident depuis le début que les membres conservateurs du Comité n'étaient prêts qu'à écouter Al Leach et non les locataires. Les libéraux sont également très déçus de constater que les témoins ont consacré tant de travail et de recherche à leurs exposés, tandis que les conservateurs n'étaient pas disposés à tenir compte des conseils qui leur étaient présentés.

Les membres libéraux du Comité et bon nombre d'intervenants étaient frustrés de voir le peu de temps (20 minutes) accordé à chaque groupe, ce qui limitait sévèrement les possibilités de dialogue ou de discussion. Il était regrettable aussi que, sur plus de 400 groupes qui avaient demandé de se présenter devant le Comité, il n'y avait de temps que pour 260 exposés. Le refus de la part des membres conservateurs du Comité d'écouter les locataires s'inscrit dans la pratique lancée par Al Leach, avant même de déposer son document «Nouvelles orientations». Il avait consulté les locataires avant la publication de son rapport, mais n'avait pris en compte aucune de leurs préoccupations.

Comme nous l'avons souligné dans l'introduction du présent rapport, les libéraux exhortent les locataires à ne pas perdre espoir. Si les locataires continuent à exprimer de vive voix leur désir de voir sauver le contrôle des loyers, il est encore possible qu'ils puissent se faire comprendre par le gouvernement de Mike Harris.

VI. LE DÉFAUT DU GOUVERNEMENT CONSERVATEUR DE FAIRE DES RECHERCHES POUSSÉES SUR LES RÉPÉRCUSSIONS DES DIRECTIVES QU'IL PROPOSE

Al Leach a fait très peu de recherches sur les répercussions que sa proposition «Nouvelles orientations» aura sur les locataires et sur les logements à prix abordable. Les membres conservateurs du Comité se préoccupaient très peu de cette question. Lorsque les libéraux ont demandé que le rapport final du Comité soit retardé jusqu'à ce que le ministre ait fait des recherches poussées en ce qui concerne les effets que les directives envisagées auraient sur des questions d'importance fondamentale, comme les loyers et le stock de logements locatifs, la majorité conservatrice du Comité a voté contre leur demande.

II. POURQUOI UN RAPPORT DISSIDENT LIBÉRAL?

Les membres conservateurs du Comité se sont servis de leur majorité pour forcer l'adoption d'un rapport qui leur a manifestement été dicté par Al Leach. Les libéraux ne sauraient jamais appuyer ce rapport servile et vide de sens. Les libéraux ont rédigé le présent rapport minoritaire surtout à cause de cinq défauts importants du rapport majoritaire des membres conservateurs :

- le défaut des membres conservateurs du Comité d'accomplir leur mission
- le défaut des députés conservateurs d'écouter les locataires
- le défaut du gouvernement conservateur de faire des recherches poussées sur les répercussions des directives qu'il propose
- le défaut des conservateurs de comprendre que la mise en application des «Nouvelles orientations» mènera à la fin du contrôle des loyers en Ontario
- le défaut des conservateurs d'examiner des options inventives pour la réforme et l'amélioration du contrôle des loyers, et non son élimination

Nous allons examiner ces cinq éléments dans les pages qui suivent.

III. LE DÉFAUT DES MEMBRES CONSERVATEURS DU COMITÉ PERMANENT DES AFFAIRES GOUVERNEMENTALES D'ACCOMPLIR LEUR MISSION

Le 27 juin 1996, le leader parlementaire des conservateurs, Ernie Eves, a proposé devant l'Assemblée législative que le Comité permanent des Affaires gouvernementales examine la question du contrôle des loyers, exposée dans le document de consultation du ministère des Affaires municipales et du Logement, et qu'il présente un rapport à ce sujet. Les trois partis de l'Assemblée législative ont appuyé cette motion.

Dans son exposé initial devant le Comité le 19 août 1996, Al Leach (la seule fois qu'il s'est présenté aux audiences - il n'est jamais resté pour écouter un seul locataire ou citoyen préoccupé) a déclaré que, selon lui, le rôle le plus important du Comité sera d'apporter une contribution positive à l'élaboration d'un ensemble de mesures qui soient justes pour les locataires et pour les locateurs.

Dans leur rapport majoritaire, les membres conservateurs du Comité ont totalement échoué dans leur mission : ils ont tout simplement présenté un résumé bref et superficiel des déclarations que les locataires et locateurs ont faites devant le Comité. On n'y trouve aucune «contribution positive» ni aucun indice que les députés conservateurs tenaient vraiment à formuler des recommandations à présenter au ministre.

Les libéraux exhortent les membres de la majorité conservatrice du Comité ainsi que le ministre des Affaires municipales et du Logement, Al Leach, à étudier avec soin les points soulignés dans le présent document avant de procéder à l'élimination irréfutable du système ontarien de contrôle des loyers, système que les conservateurs sous Bill Davis ont adopté en 1975, qui a été amélioré par les trois partis politiques et qui a bien servi les intérêts des locataires de la province. Il est regrettable que la décision des conservateurs de mettre fin au contrôle des loyers dans le cadre du programme «Nouvelles orientations» ne soit qu'un élément, parmi d'autres, de leur attaque contre les logements à prix abordable. Le gouvernement a aussi :

- annulé tout le financement des logements à but non lucratif;
- réduit de 22 pour 100 les prestations de l'aide sociale, ce qui a un impact direct sur la capacité des personnes les plus vulnérables de notre société de se loger convenablement;
- promis de vendre tous les logements publics.

À cause de ces mesures, le gouvernement a vite fait de transformer de problème en crise la question des logements à prix abordable.

Les libéraux collaborent avec les locataires pour lutter avec vigueur contre le projet du gouvernement Harris de détruire le contrôle des loyers. Nous croyons qu'il est possible de faire changer les conservateurs d'idée... si la réaction est suffisamment vive. Nous encourageons donc chaque locataire à se mobiliser, à lutter contre les modifications proposées et à collaborer avec le Parti libéral ontarien pour s'attaquer au vrai problème : le manque de logements à prix abordable. Nous invitons les locataires à communiquer avec nous au (416) 325-7277, par téléphone, ou au (416) 325-9075, par télécopieur, afin de savoir comment se joindre à la lutte pour sauvegarder le contrôle des loyers. Pour rester au courant de la lutte, consultez notre site web au www.interlog.com/-liberal.

Les libéraux exhortent les locataires à demander à leur député conservateur siégeant au Comité et à d'autres membres du groupe parlementaire conservateur pourquoi ils n'ont pas voulu écouter les propos qui leur ont été tenus lors des audiences et pourquoi ils insistent pour mettre à exécution leur projet dangereux de se débarrasser du contrôle des loyers. Voici les députés conservateurs qui ont pris part aux audiences du Comité :

John Parker (York-Est)
Isabel Bassett (St. Andrew St. Patrick)
Bart Maves (Niagara Falls)
Terence Young (Halton Centre)
Wayne Wellaufer (Kitchener)
Jim Brown (Scarborough-Ouest)

Morley Kells (Etobicoke Lakeshore)
Joseph Spina (Brampton-Nord)
Lillian Ross (Hamilton-Ouest)
Gary Stewart (Peterborough)
Margaret Marland (Mississauga-Sud)

1. INTRODUCTION

Les membres libéraux du Comité permanent des affaires gouvernementales présentent ici une opinion dissidente du rapport du Comité sur ses audiences concernant le document d'étude du gouvernement conservateur «Mesures de protection des locataires - nouvelles orientations». Le critique libéral en matière de logement, Alvin Curling (député, Scarborough-Nord), le critique libéral adjoint en matière de logement, Gerard Kennedy (député, York-Sud) et Mario Sergio (député, Yorkview) ont rédigé le présent rapport après avoir entendu plus de 260 exposés présentés devant le Comité au cours de ses trois semaines d'audiences publiques tenues dans la province entre le 19 août et le 5 septembre 1996.

Le gouvernement de Mike Harris fait, depuis quelque temps, des promesses contradictoires sur le contrôle des loyers. Lors du débat des chefs organisé par le *Toronto Star* le 3 avril 1995, Mike Harris a déclaré que son gouvernement voulait adopter un programme de contrôle des loyers qui donnerait une protection véritable aux locataires et des loyers plus bas, et qu'il ne remplacerait rien avant d'avoir mis en place un meilleur programme qui, manifestement, fonctionnerait mieux. En outre, le programme officiel du Parti conservateur ontarien présenté lors de l'élection partielle dans la circonscription de York-Sud en mai 1996 promettait que le contrôle des loyers serait maintenu, que la protection des locataires serait améliorée sous le gouvernement de Mike Harris et que le plan de Mike Harris protégerait les locataires contre les hausses de loyers injustifiées.

Toutefois, le ministre des Affaires municipales et du Logement du gouvernement Harris, Al Leach, a précisé devant l'Assemblée législative ontarienne, le 3 octobre 1995, que le gouvernement finirait par éliminer le contrôle des loyers. Et, dans un discours devant l'Ontario Home Builders' Association, le 19 octobre 1995, il a répété que, selon lui, il fallait se débarrasser du contrôle des loyers.

La détermination des conservateurs à détruire le contrôle des loyers s'est précisée le 25 juin 1996 lorsque Al Leach a présenté son document d'étude, «Nouvelles orientations», devant l'Assemblée législative. Après des pressions exercées par les partis de l'opposition, les conservateurs ont accepté que le Comité permanent des affaires gouvernementales tienne trois semaines d'audiences publiques portant sur le document dans la province.

Des audiences ont été tenues à Toronto, Thunder Bay, Sault Ste-Marie, Ottawa, Peterborough, Hamilton, Windsor, London et Kitchener. Plus de 260 groupes et particuliers se sont présentés devant le Comité, et bon nombre d'autres intervenants lui ont soumis un mémoire.

OPINION DISSIDENTE DU PARTI LIBÉRAL

ANNEXE A

de créer le nombre de logements à prix abordable nécessaire, comparativement aux programmes publics visant la construction et la gestion des logements, comme celui des logements à but non lucratif. Quant aux locataires, ils posaient des questions sur le coût éventuel d'une allocation-logement et ils étaient d'avis qu'un programme de ce genre ne ferait rien pour augmenter le nombre de logements locatifs et ne serait donc qu'à l'avantage des locateurs.

Cotisation/imposition des logements locatifs

Discussion

Les témoins tant du groupe des locateurs que de celui des locataires ont souligné que le taux de cotisation des biens-fonds résidentiels locatifs, et donc celui des taxes municipales, est nettement plus élevé que celui des habitations en copropriété occupées par leur propriétaire ou des habitations unifamiliales. L'exploitation financière du bien-fonds locatif et les loyers qu'il faut demander s'en ressentent. Les locataires estimaient que, si cette question fiscale était résolue, ils pourraient bénéficier des réductions d'impôt réalisées sous forme d'une baisse des loyers.

Fardeau administratif/financier sur les logements résidentiels locatifs

Discussion

Différents témoins des locateurs et des municipalités ont fait valoir que les mesures d'imposition provinciales/fédérales, ainsi que les programmes d'approbation et d'inspection qu'elles entraînent, font monter le coût de la construction et de l'exploitation des biens-fonds locatifs. Les locataires estimaient que, si les réformes se traduisaient par une réduction des coûts, ils devraient en bénéficier sous forme d'une réduction des loyers.

Les parcs de maisons mobiles et les communautés situées sur des terrains à bail

Proposition de l'EMPL

Les parcs de maisons mobiles et les communautés situées sur des terrains à bail ont des caractéristiques uniques et des méthodes d'exploitation distinctes. Leurs locataires bénéficient déjà de la même protection que les locataires d'autres logements locaux, mais les lois actuelles ne contiennent pas les dispositions spéciales nécessaires concernant l'environnement et l'exploitation.

Les nouvelles mesures de protection des locataires seront conçues de façon à considérer les maisons mobiles et les maisons situées sur des terrains à bail en tant que logements à prix abordable tout en offrant aux locataires les droits et la protection dont ils ont besoin.

Discussion

Selon certains témoins, il faut une loi distincte pour ces genres de logement. Les avis étaient partagés sur la question de savoir s'il fallait transmettre aux locataires de ces logements la plus grande partie des coûts liés aux dépenses en immobilisations. Selon certains groupes de locataires, une telle disposition serait injuste, tandis que des porte-parole des propriétaires proposaient la transmission d'une partie plus grande de ces coûts, avec un plafond possible de 12 pour 100. La question du placement des affiches «à vendre» préoccupe toujours certaines collectivités, bien que le document d'étude confirme le droit de les placer sur un panneau d'affichage. La possibilité d'un «loyer payé d'avance volontaire», lorsque les locataires le désirent, a également été proposée.

DIVERS : ALLOCATION-LOGEMENT; COTISATION/IMPOSITION DES LOGEMENTS LOCATIFS; FARDEAU ADMINISTRATIF/FINANCIER SUR LES LOGEMENTS LOCATIFS

(Ces questions, qui ne font pas l'objet de l'EMPL, ont été soulevées par des témoins pendant les audiences du Comité.)

Allocation-logement

Discussion

Les témoins de groupes de locataires et de locataires ont soulevé la question d'une prise de position, ou proposition, par le gouvernement à propos de l'allocation-logement dans le cadre d'un grand programme de logement. Du point de vue des locataires, ces allocations constituent un moyen plus efficace

Ils craignaient par ailleurs que l'organisme d'application ne soit pas suffisamment financé par le gouvernement, étant donné la période actuelle de restrictions. Ils ont fait valoir que l'augmentation des amendes n'aurait d'effet que si leur paiement était effectivement appliqué. De plus, ils ont mentionné des risques précis de harcèlement des locataires/résidents des maisons de soins.

TYPES PARTICULIERS DE LOGEMENTS : MAISONS DE SOINS ET PARCS DE MAISONS MOBILES/COMMUNAUTÉS SITUÉES SUR DES TERRES À BAIL

Maisons de soins

Proposition de l'EMPL

Les locataires des maisons de soins ont des besoins uniques et leurs rapports avec les fournisseurs de soins diffèrent souvent de la relation locateur-locataire habituelle. Les lois actuelles ne tiennent pas compte du fait que des règles spéciales doivent s'appliquer aux maisons de soins. Dans certains cas, cette lacune a eu un impact sur la qualité des soins.

La nouvelle loi sur la protection des locataires s'appliquera aux locataires des maisons de soins et leur offrira la protection dont ils ont besoin tout en tenant compte de leurs besoins spéciaux, c'est-à-dire des soins qui les aident à accomplir les activités de la vie quotidienne.

Discussion

De l'avis des cliniques d'aide juridique et des défenseurs de la collectivité, il faut conserver les dispositions relatives aux maisons de soins de la Loi de 1994 sur les droits des résidents. L'industrie des maisons de soins prônait l'élimination du contrôle des loyers applicable aux maisons de soins, tandis que les cliniques d'aide juridique étaient en faveur de l'adoption du contrôle des loyers pour les repas et non uniquement pour l'hébergement.

Des groupes de locataires et des groupes d'intervention s'inquiétaient de la proposition d'octroyer, aux exploitants de maisons de soins, le droit de faire des visites de nuit et d'utiliser un processus d'expulsion accélérée. En ce qui concerne les visites de nuit, ils ont recommandé que ce droit fasse l'objet d'une entente officielle intervenue entre l'exploitant et le locataire. Le risque d'abus de ce droit a également suscité des inquiétudes. Des intervenants ont proposé que les transferts dans d'autres locaux ne se fassent qu'avec l'approbation d'un médecin et/ou le consentement du locataire, ou de son mandataire, et que les protections de la Loi sur le consentement aux soins de santé s'appliquent.

Entretien

Proposition de l'EMPL

Les mesures de protection des locataires proposées favoriseront l'investissement dans l'entretien.

Grâce aux modifications proposées, les agents des normes des biens-fonds disposeront d'un plus grand pouvoir pour s'assurer que les normes sont respectées et que les amendes données aux contrevenants sérieux sont à la fois plus significatives et plus immédiates.

La province continuera à proposer des normes de biens-fonds pour les immeubles locatifs situés dans les territoires non érigés en municipalité ou dans les municipalités qui n'ont pas de règlements portant sur les normes des biens-fonds.

Discussion

L'entretien insuffisant préoccupe depuis longtemps les locataires qui paient leur loyer. Cependant, il y a toujours eu des locataires qui se montrent négligents à cet égard. Les propriétaires ont demandé s'ils allaient être informés en bonne et due forme en cas d'infraction. Quant aux représentants des locataires, ils se préoccupent du financement des nouvelles mesures d'entretien.

Harcelement

Proposition de l'EMPL

La nouvelle loi contiendra des mesures strictes visant à protéger les locataires. On établira un organisme d'application qui enquêtera sur les plaintes des locataires.

Discussion

Selon les locataires, il faut que la notion de harcèlement soit mieux définie et que l'organisme d'application examine les plaintes pour harcèlement présentées tant par les locataires que par les locataires. Ils ont recommandé également l'imposition de pénalités en cas de fausses accusations de harcèlement.

Pour leur part, les locataires estiment que l'élimination du contrôle des logements vacants, en particulier, favoriserait les actions de harcèlement auxquelles pourraient se livrer les locataires afin de pousser les locataires à déménager. Ils prétendaient en outre que, bien souvent, le harcèlement serait difficile à prouver et que la présente proposition s'avérerait donc inefficace.

et aux locataires, qui peuvent difficilement se passer d'avocats, et aux contribuables, qui financent les procédures judiciaires coûteuses.

De nombreuses dispositions de la législation actuelle fonctionnent bien et ne seront pas modifiées.

On propose certains changements pour éliminer les lacunes et les iniquités des lois actuelles. On devra apporter d'autres changements pour permettre l'application des nouvelles lignes directrices proposées.

Le système de règlement des différends [extraits]

Le gouvernement propose la création d'un nouveau système de règlement des différends indépendant des tribunaux qui traitera à la fois les demandes liées au contrôle des loyers et d'autres différends entre locataires et locataires. Il s'occupera des augmentations et des réductions de loyer, des charges illégales, des résiliations de baux, des remboursements de loyer et de l'entretien.

Ce système de résolution des conflits double est trop complexe, embrouillé et inefficace. Le chevauchement et le double emploi qui en résultent rendent le système difficile à utiliser pour les locataires et coûteux pour les contribuables. De plus, le processus de résolution des différends est trop lent et complexe dans les deux cas.

Discussion

Bon nombre de cliniques d'aide juridique et d'avocats exerçant en cabinet privé ont présenté des exigences et propositions déterminées se rapportant à ces questions juridiques et de procédure. De nombreux témoins ont fait à ce sujet des propositions d'ordre technique visant à améliorer le système de règlement des différends existant ou proposé. Dans certains cas, ils ont soumis des organigrammes pour les propositions concernant le système de règlement des différends.

Certains témoins semblaient appuyer le processus actuel prévu par la *Loi sur la location immobilière*, tandis que d'autres se prononçaient en faveur d'un nouveau système de règlement des différends. À l'heure actuelle, le contrôle des loyers est principalement un processus administratif, tandis que les différends entre locataires et locataires relèvent du droit contractuel. Certains ont recommandé également que les nouveaux processus soient accessibles et bénéficient d'un financement suffisant.

Le Comité reconnaît que bon nombre de ces questions sont d'ordre technique et donc complexes et méritent, en même temps, une analyse plus poussée par le ministère des Affaires municipales et du Logement.

Les locataires et les locataires sont d'avis que le processus actuel de résolution des différends est trop lent et complexe. Puisque la plupart des différends finissent par être tranchés par un tribunal, le système coûte cher aux locataires

Loi sur la location immobilière [extraits]

Proposition de l'EMPL

proposé

Loi sur la location immobilière/système de règlement des différends

ENTRETIEN; HARCELEMENT

LOCATION IMMOBILIÈRE/SYSTÈME DE RÉGLEMENT DES DIFFÉRENDS;

MESURES JURIDIQUES, ADMINISTRATIVES ET D'APPLICATION : LOI SUR LA

bail.

De nombreux témoins représentant les locataires, municipalités et cliniques d'aide juridique se sont vivement opposés à cette proposition. Selon eux, cette mesure aurait pour effet d'affaiblir le droit d'occupation et de rencherir les loyers surtout si le contrôle des logements vacants était éliminé, et peut-être d'épuiser le nombre de logements locatifs à prix abordable sur le plan local. Ces modifications législatives toucheraient également les résidents de maisons de soins et de parcs de maisons mobiles/communautés situées sur des terrains à

Les locataires estiment que cette mesure ouvre la possibilité de transformer, de convertir ou de remplacer les vieux logements locatifs de l'Ontario, ce qui favoriserait la promotion immobilière et l'emploi. D'importants groupes de coordination de représentants des locataires et des sociétés immobilières reconnaissent également que la prolongation de la période d'avis et d'occupation, le droit des locataires d'être les premiers à pouvoir refuser l'achat du logement, et l'octroi d'une indemnisation sous une forme ou une autre aux locataires actuels seraient appropriés.

Discussion

Les démolitions, les rénovations importantes et les conversions d'immeubles locatifs en habitations en copropriété ou en coopératives n'auront plus à être approuvées par les municipalités [c.-à-d. l'abrogation de la Loi sur la protection des logements locatifs]; on offrira aux locataires touchés par les changements de prolonger leur période de location; les locataires des logements touchés par une conversion auront le droit d'être les premiers à pouvoir refuser d'acheter leur logement.

Proposition de l'EMPL

CONVERSION ET DROIT D'OCCUPATION

Les représentants des locataires et des promoteurs ont recommandé de traiter une sous-location comme un nouveau bail qui ouvre le droit de fixer le loyer en fonction du marché. Selon les cliniques d'aide juridique et les défenseurs des locataires, il ne faut pas que les sous-locations soient un motif d'élimination du contrôle des loyers par le biais des logements vacants. Les étudiants au niveau postsecondaire qui ne vivent plus chez leurs parents se disaient particulièrement préoccupés par cette proposition.

Élimination du registre des loyers

Proposition de l'EMPL

Le registre des loyers sera éliminé et le loyer maximal ne sera plus calculé, ce qui permettra de simplifier les tâches administratives et d'économiser l'argent des contribuables. Les loyers maximaux seront plafonnés. Les locataires n'auront plus le droit d'exiger le loyer maximal lorsque le logement deviendra vacant pour la première fois.

Discussion

Certains groupes de coordination des représentants des locataires et des sociétés immobilières sont en faveur de cette proposition, étant donné qu'elle permettra de réduire le fardeau administratif pour les locataires qui ont à présenter au registre les renseignements dont celui-ci a besoin. Cependant, de nombreux locataires, surtout dans les collectivités où les loyers sont bas, veulent conserver le principe du «loyer maximal légal», qui peut être calculé en accédant au registre des loyers. Cet élément du système actuel de contrôle des loyers donnerait aux locataires le droit de demander le loyer maximal légal établi d'après l'application, au loyer de base, d'augmentations successives selon le taux légal lorsque les conditions du marché du logement local s'améliorent. Les locataires ne sont pas obligés d'imposer ce loyer plus élevé. Dans des marchés en crise, ils peuvent fixer des loyers bien plus bas, mais ils auraient le droit d'imposer ce loyer lorsque la situation s'améliore. La proposition d'éliminer le contrôle des logements vacants remplacerait celle du loyer maximal légal. Certains groupes de locataires proposent qu'avec l'élimination du contrôle des logements vacants, le nouveau loyer s'élève au loyer payé par le nouveau locataire ou au loyer maximal légal, soit le plus élevé des deux.

De nombreux groupes et défenseurs des locataires se sont prononcés en faveur du maintien du registre des loyers comme moyen de fixer le loyer maximal légal.

Une question liée à la sous-location et à la cession de bail par le locataire concerne la crainte que celles-ci puissent mener à l'élimination du contrôle des logements vacants et, par conséquent, porter les loyers au niveau du marché.

Discussion

Pour éviter la possibilité qu'une sous-location non autorisée restreigne le droit du locateur de percevoir un loyer approprié : les locataires ne pourront sous-louer leur logement que s'ils obtiennent l'autorisation du locateur, les locataires peuvent refuser la sous-location s'ils ont un motif raisonnable, le locateur peut déposer une requête en vue d'expulser les locataires non autorisés.

Proposition de l'EMPL

Sous-location et cession de bail

Les représentants des locataires se sont prononcés en faveur de cette disposition, mais certains locataires étaient déçus de voir qu'après la détermination du nouveau loyer, le logement serait de nouveau assujéti au taux d'augmentation légal. Ils prônaient donc la suppression totale du contrôle des loyers. De plus, ils trouvaient inquiétante la possibilité de voir des gouvernements futurs rétablir le contrôle des loyers. Cette possibilité risquait de décourager les investissements à long terme dans des logements locatifs. D'aucuns ont aussi avancé que, dans bien des collectivités, les piètres conditions du marché de la location et la présence de taux d'occupation adéquats permettraient de relever les augmentations de loyer.

Cette disposition a suscité de vives inquiétudes chez les locataires. Selon certains d'entre eux, elle aurait pour effet d'encourager les locataires à forcer les locataires à déménager, ou même à les harceler dans ce but, pour pouvoir porter le loyer au niveau du marché. Les locataires étaient également d'avis que cette mesure porterait un coup dur aux locataires vulnérables, à savoir les mères célibataires, les personnes vivant d'un revenu fixe ou à faible revenu, les malades psychiatriques et les personnes atteintes d'un handicap ou d'une maladie. En outre, ils estimaient que les locataires se sentiraient forcés de rester dans leur logement. Cette mesure épuiserait les logements locatifs à prix abordable au fur et à mesure qu'ils deviendraient vacants et, à la limite, pourrait même contribuer au problème des sans-abri. Pour atténuer ces craintes, on a recommandé le plafonnement des augmentations appliquées au moment où un logement deviendrait vacant. Une question voisine, du point de vue des locataires, était l'option de négocier un nouveau loyer. Bon nombre de locataires estiment, en effet, qu'ils sont désavantagés lors de négociations avec un locateur, surtout lorsque les taux d'occupation sont faibles.

Discussion

RÉVISION DU SYSTÈME DE CONTRÔLE DES LOYERS : DISPOSITIONS PERMETTANT DES AUGMENTATIONS DE LOYER SUPÉRIEURES AU TAUX LÉgal; PLAFONNEMENT DES AUGMENTATIONS DES DÉPENSES EN IMMOBILISATIONS; ÉLIMINATION DU CONTRÔLE DES LOGEMENTS VACANTS; ÉLIMINATION DU REGISTRE DES LOYERS

Augmentations supérieures au taux légal; relèvement du plafond des dépenses en immobilisations

Proposition de l'EMPL

Les locataires devront encore obtenir une autorisation s'ils veulent exiger une augmentation de loyer supérieure au taux légal.

Les augmentations de dépenses en immobilisations ne pourront pas être supérieures au taux légal de plus de quatre pour cent et la disposition de report de deux ans continuera de s'appliquer.

Discussion

La proposition voulant que l'augmentation des dépenses en immobilisations soit plafonnée à 4 pour 100 a été fortement débattue. Selon les locataires et représentants des propriétaires, ce plafond était insuffisant et la disposition de report, plutôt que de s'étendre sur deux ans, devrait être illimitée. Les groupes de locataires se sont élevés contre cette proposition et ont recommandé plutôt la création, par les locataires, de fonds de réserve par prélèvement sur la masse actuelle des loyers.

Autres questions se rapportant au contrôle des loyers

Pendant les audiences, les intervenants ont soulevé d'autres questions qui ne relèvent pas actuellement du contrôle des loyers, comme la création d'un fonds de réserve, les mesures de redressement contre les loyers « chroniquement faibles » et l'égalisation des loyers.

Nouveau loyer de base ou élimination du contrôle des logements vacants

Proposition de l'EMPL

Lorsqu'un logement deviendra vacant, le locateur négociera le loyer avec le nouveau locataire sans avoir à se conformer au taux légal. Celui-ci s'appliquera de nouveau lorsque le logement sera loué à un nouveau locataire.

INTRODUCTION

Le présent rapport reprend les principaux thèmes de l'ensemble de mesures de protection des locataires (EMPL) proposées par le ministère des Affaires municipales et du Logement, ainsi que les opinions exprimées lors des trois semaines de consultations publiques organisées par le Comité permanent des affaires gouvernementales. Le Comité a entendu des mémoires à Toronto, Thunder Bay, Sault Ste-Marie, Ottawa, Peterborough, Hamilton, Windsor, London et Kitchener, du 19 août au 5 septembre 1996. Il a également reçu des mémoires. Les recommandations faisant l'objet des mémoires et exposés oraux sont documentées dans un sommaire.

Les auteurs du rapport ont regroupé les questions touchant l'EMPL autour de grands thèmes. De plus, ils ont examiné les principaux points de vue des locataires et locataires.

Le rapport a pour but de guider le gouvernement dans sa rédaction d'une loi sur la protection des locataires.

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L'honorable Allan K. McLean, député
Président de l'Assemblée législative

Monsieur le Président,

Votre Comité permanent des affaires gouvernementales a l'honneur de
présenter son Rapport sur l'ensemble de mesures de protection des locataires et
le recommande à la Chambre.

Le président du Comité,

Jack Carroll, député

Queen's Park
Septembre 1996



COMITÉ PERMANENT DES AFFAIRES GOUVERNMENTALES

RAPPORT SUR L'ENSEMBLE DE MESURES DE PROTECTION DES LOCALAIRES

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